AGENDA
Revised

6:30 pm – 9:30 pm

June 17, 2014

Call to Order

Roll Call

Pledge of Allegiance

Approval of Agenda

Presentations/Proclamations

➢ East Lake Sammamish Trail/King County

Public Comment

Note: This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization.

Consent Agenda

➢ Payroll for the period ending May 31, 2014 for pay date June 5, 2014 in the amount of $311,398.78

1. Approval: Claims for period ending June 17, 2014 in the amount of $1,878,149.01 for Check No. 37691 through 37837

2. Ordinance: Second Reading Imposing A Moratorium On The Establishment Of Certain Marijuana-Related Facilities; Defining Said Certain Marijuana-Related Facilities; Entering Legislative Findings; Providing For Severability; And Establishing An Effective Date

3. Ordinance: Second Reading Prohibiting The Establishment, Location, Operation, Licensing, Maintenance Or Continuation Of Medical Marijuana Collective Gardens; Providing For Severability; And Establishing An Effective Date

4. Resolution: Appointing One Member to the Beaver Lake Management District Advisory Board


City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.
6. **Contract:** Sammamish Community & Aquatic Center Building Commissioning Services/Engineering Economics, Inc.
7. **Contract:** Sammamish Community & Aquatic Center Construction Materials Testing/Kleinfelder
8. **Contract:** 2014 Residential Pond Mowing/Plantscapes
9. **Amendment:** Evans Creek Preserve Trails/Washington Trails Association
10. **Approval:** May 13, 2014 Study Session Notes

**Public Hearings**

11. **Resolution:** Adopting An Updated Six-Year Transportation Improvement Plan For 2015-2020

12. **Ordinance:** SE 7th Street Vacation

**Unfinished Business** - None

**New Business** - None

**Council Reports**

**City Manager Report**

- Direction: Marijuana Prohibition

**Executive Session – If necessary**

**Adjournment**
<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
<th>Time</th>
<th>Type</th>
<th>Agendas</th>
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<tbody>
<tr>
<td>July 2014</td>
<td>Tues 07/01</td>
<td>6:30 pm</td>
<td>Regular Meeting</td>
<td>Public Hearing: Ordinance Second Reading Homeless Encampments</td>
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<td>Contract: Asset Management Implementation/Geo Engineers</td>
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<td>Resolution: Adopting a Six-Year Parks Capital Improvement Plan for</td>
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<td>Resolution: Adopting a Master Plan for Big Rock Park</td>
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<td>Tues 07/08</td>
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<td>Study Session</td>
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<td>Mountains to Sound Greenway</td>
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<td>Discussion: Eastside Fire &amp; Rescue Non-Profit formation</td>
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<td>Mon 07/14</td>
<td>4:30 pm</td>
<td>Joint Meeting</td>
<td>City of Issaquah in Issaquah</td>
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<td>Tues 07/15</td>
<td>6:30 pm</td>
<td>Study Session/Regular Meeting</td>
<td>Contract: East Sammamish Park Safety Nets Installation/TBD (consent)</td>
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<td>Financial Update: Budget revenue forecast</td>
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<td>Klahanie PAA Fiscal Report</td>
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<td>August 2014</td>
<td>Tues 09/02</td>
<td>6:30 pm</td>
<td>Regular Meeting</td>
<td>Resolution: EF &amp; R Interlocal Amendment</td>
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<td>Resolution: Approval of Eastside Fire &amp; Rescue Interlocal Amendment</td>
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<td>Tues 09/09</td>
<td>6:30 pm</td>
<td>Study Session/Joint Meeting with Planning Commission</td>
<td>Budget study session: Preliminary budget overview. Department discussions</td>
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<td>Mon 09/15</td>
<td>6:30 pm</td>
<td>Regular Committee of the Whole Meeting</td>
<td>(if needed)</td>
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<td>Tues 09/16</td>
<td>6:30 pm</td>
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<td>Proclamation: National Recovery Month</td>
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<td>Budget study session: Departments</td>
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<td>October 2014</td>
<td>Tues 10/07</td>
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<td>Budget study session: Departments</td>
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<td>Tues 10/14</td>
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<td>Study Session</td>
<td>Discussion: Public Works Standards</td>
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<td>Public Hearing: 1st Reading Property Tax Levy Ordinance</td>
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<td>Resolution: 2015 Fee Schedule</td>
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<td>Resolution: 2015 Salary Schedule</td>
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<td>Resolution: 2015 Medical Premium Co-pay percent</td>
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<td>Tues 11/11</td>
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<td>Dec 2014</td>
<td>Tues 12/02</td>
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<td>Tues 12/09</td>
<td>6:30 pm</td>
<td>Study Session/Joint Meeting with Planning Commission</td>
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</tr>
<tr>
<td>Date</td>
<td>Time</td>
<td>Meeting Type</td>
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<tr>
<td>Mon 12/15</td>
<td>6:30 pm</td>
<td>Regular Committee of the Whole Meeting (if needed)</td>
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<tr>
<td>Tues 12/16</td>
<td>6:30 pm</td>
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<td>Ordinance: Second Reading Puget Sound Energy Franchise</td>
<td>Ordinance: First Reading Social Hosts</td>
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If you are looking for facility rentals, please click [here](https://www.sammamish.us/events/Default.aspx?Month=6&Year=2014).

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<td>July &gt;&gt;</td>
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1  
2  
3  6:30 p.m. City Council Meeting
4  4 p.m. Farmers Market 6:30 p.m. Parks and Recreation Commission Meeting
5  6:30 p.m. Planning Commission Meeting
6  
7  2 p.m. TeenFest
8  
9  
10  6:30 p.m. City Council Study Session
11  4 p.m. Farmers Market 6 p.m. Sammamish Youth Board Meeting
12  10 a.m. Family Volunteer Event
13  2 p.m. Fill-The-Boot Muscular Dystrophy Assn Fundraiser
14  12 p.m. Lifeguard Season Begins
15  
16  6:30 p.m. Arts Commission Meeting 6:30 p.m. Committee of the Whole Canceled
17  6:30 p.m. City Council Meeting
18  4 p.m. Farmers Market
19  8:30 a.m. Trail Work Project at Evans Creek 6:30 p.m. Planning Commission Meeting
20  
21  9 a.m. Volunteer at Sammamish Landing 10 a.m. Sammamish Walks at Tradition Lake
22  
23  
24  
25  2 p.m. Finance Committee Meeting 4 p.m. Farmers Market
26  10 a.m. Family Volunteer Event
27  
28  8:30 a.m. Trail Work Project at Evans Creek
29  
30  
31  

<< May  

6/12/2014
If you are looking for facility rentals, please click [here](https://www.sammamish.us/events/Default.aspx?Month=7&Year=2014).

<table>
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<tr>
<td></td>
<td>8:30 a.m. Trail Work Project with WTA</td>
<td>8:30 a.m. Trail Work Project with WTA</td>
<td>8:30 a.m. Trail Work Project with WTA</td>
<td>8:30 a.m. Trail Work Project with WTA</td>
<td>Independence Day City offices closed</td>
<td>9 a.m. Fifth of July Clean Up</td>
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<td>6:30 p.m. City Council Meeting</td>
<td>6:30 p.m. Parks and Recreation Commission Meeting</td>
<td>6:30 p.m. Farmers Market</td>
<td>6:30 p.m. Farmers Market</td>
<td>12 p.m. Fourth on the Plateau</td>
<td>12 p.m. Independence Day City offices closed</td>
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<tr>
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<td>8:30 a.m. Trail Work Project at Evans Creek</td>
<td>8:30 a.m. Trail Work Project at Evans Creek</td>
<td>4 p.m. Farmers Market</td>
<td>10 a.m. Family Volunteer Event</td>
<td>8:30 a.m. Trail Work Project with WTA</td>
<td>8:30 a.m. Trail Work Project with WTA</td>
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<tr>
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<td>12 p.m. Kiwanis KidsFirst!</td>
<td>12 p.m. Kiwanis KidsFirst!</td>
<td>6:30 p.m. City Council Meeting</td>
<td>6:30 p.m. Planning Commission Meeting</td>
<td>12 p.m. Kiwanis KidsFirst!</td>
<td>8:30 a.m. Trail Work Project with WTA</td>
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<tr>
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<td>6:30 p.m. Study Session</td>
<td>4:30 p.m. Joint Meeting with City of Issaquah</td>
<td>6:30 p.m. Farmers Market</td>
<td>6:30 p.m. Concerts in the Park</td>
<td>10 a.m. Finance Committee Meeting</td>
<td>10 a.m. Finance Committee Meeting</td>
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<td>18</td>
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<td>10 a.m. Finance Committee Meeting</td>
<td>12 p.m. KCLS sponsored Kiwanis KidsFirst!</td>
<td>6:30 p.m. Farmers Market</td>
<td>3 p.m. &quot;Call to Artists&quot; - Comprehensive Plan</td>
<td>9 a.m. Volunteer at Sammamish Landing</td>
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<td>17</td>
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<td></td>
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<td></td>
<td>6:30 p.m. Concerts in the Park</td>
<td>6:30 p.m. Concerts in the Park</td>
<td>9 a.m. Volunteer at Sammamish Landing</td>
<td>6:30 p.m. Concerts in the Park</td>
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<td>10 a.m. Family Volunteer Event</td>
<td>10 a.m. Planning Commission Meeting</td>
<td>7 p.m. Shakespeare Plays</td>
<td>12 p.m. KCLS sponsored Kiwanis KidsFirst!</td>
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<td>12 p.m. KCLS sponsored Kiwanis KidsFirst!</td>
<td>6:30 p.m. Farms Market</td>
<td>6:30 p.m. Concerts in the Park</td>
<td>6:30 p.m. Concerts in the Park</td>
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MEMORANDUM

TO: Melonie Anderson/City Clerk  
FROM: Marlene/Finance Department  
DATE: June 12, 2014  
RE: Claims for June 17, 2014

Top 10 Over $10,000 Payments

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<th>Description</th>
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<td>Eastside Fire &amp; Rescue</td>
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<td>Fire Services - June 2014</td>
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<td>Global Contractors</td>
<td>$187,232.40</td>
<td>Curb Retrofit &amp; Sidewalk Repair</td>
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<td>Lakeside Industries</td>
<td>$181,908.95</td>
<td>Roadway Overlay Program - May 2014</td>
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<tr>
<td>PSE</td>
<td>$57,168.83</td>
<td>Electricity Lines for Community Center</td>
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<td>$37,728.64</td>
<td>Attorney Services - May 2014</td>
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<td>Eversons Econo Vac</td>
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<td>Storm Filters, Pond Cleaning - May 2014</td>
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<td>NW Landscape</td>
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<td>ROW &amp; Parks Maintnenance - May 2014</td>
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<td>Stantec</td>
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<td>Development Review - April 2014</td>
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<td>Gray &amp; Osborne</td>
<td>$22,033.44</td>
<td>NPDES Stormwater Basemapping - May 2014</td>
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<td>NW Asphalt</td>
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TOTAL $1,878,149.01  
Checks # 37691 - 37837
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# Accounts Payable
## Check Register Totals Only

User: mdunham  
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**Check Total:** 232,490.16
## Accounts Payable
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**Printed:** 6/11/2014 - 10:54 AM

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<td>Sarah Atwood</td>
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Check Total: 239,077.78
Meeting Date: June 17, 2014  Date Submitted: June 11, 2014

Originating Department: City Manager

Clearances:
☒ City Manager
☒ Attorney
☐ Admin Services
☒ Community Development
☐ Parks & Recreation
☐ Finance & IT
☐ Police
☐ Fire
☐ Public Works

Subject: Recreational Marijuana Moratorium

Action Required: Second Reading and adoption of the ordinance
Provide direction to the planning commission

Exhibits: 1. Proposed Ordinance with Attachment A (work program)

Budget: No Impact

Summary Statement:
The passage of Initiative 502 legalized the recreational use of marijuana in Washington State for adults 21 years of age and older, and calls for the State to license marijuana producers, processors and retailers. In October 2013 the comprehensive rules for producers, processors and retailers were issued by the Washington State Liquor Control Board. The State began issuance of producer and processor licenses in March 2014. Because I-502 is silent regarding medical marijuana it creates a separate licensing process for providing marijuana for recreational use and does not affect local regulations for medical marijuana. The Federal government's Controlled Substances Act still prohibits the possession and distribution of marijuana for any purpose.

Background:
The State of Washington rules and requirements related to recreational marijuana are in the process of implementation. And, there remains uncertainty related to other legal issues. It is recommended that the City extend the moratorium on producers, processors and retailers of recreational marijuana and continue the anticipated work program for City zoning regulations related to marijuana facilities.

State law authorizes cities to impose moratoria to maintain the status quo while considering impending zoning, land use or similar regulations (RCW 36.70A.390). A moratorium is valid for six months, and may be renewed if a public hearing is held and findings of fact are made prior to each renewal.

On January 16, 2014, the Washington State Attorney General’s Office issued AGO 2014 No. 2 concluding that I-502 does not preempt counties, cities and towns from banning recreational marijuana producers, processors, and retailers within their jurisdiction.
And, a recent Washington State Court of Appeals decision upheld a local government’s zoning and police power authority to exclude or otherwise regulate medical marijuana-related land uses, and such zoning or police power authority also applies to the regulation or exclusion of recreational marijuana-related land uses.

The City Council is also considering an ordinance related to a prohibition on medical marijuana facilities.

The first reading and public hearing were completed on June 3, 2014.

**Recommended Motion:**

Second reading and adoption of the Ordinance.
AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, IMPOSING A MORATORIUM ON THE ESTABLISHMENT OF CERTAIN MARIJUANA-RELATED FACILITIES; DEFINING SAID CERTAIN MARIJUANA-RELATED FACILITIES; ENTERING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, recent amendments to Chapter 69.51A RCW have expanded the scope of certain activities involving the use of marijuana for medical purposes, subject to certain conditions; and

WHEREAS, Ordinance Nos. 2011-309, 2012-320, 2012-328, 2013-348, and 2013-361 enacted and extended a moratorium on the establishment, licensing, and permitting of collective gardens within the City and is proposed to be extended; and

WHEREAS, in 2012, the voters of the state of Washington passed Initiative 502 (“I-502”), which authorizes the issuance of marijuana producer, processor and retailer licenses, subject to the proviso that retail sale and certain acts of producing and processing marijuana in accordance with I-502 and implementing regulations shall not be criminal or civil offenses under Washington state law, and subject to the further proviso that no such license shall be issued for any premises within one thousand feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one years or older; and

WHEREAS, under I-502 the Washington State Liquor Control Board (“WLCB”) issued final rules concerning implementation of I-502 on October 16, 2013; and

WHEREAS, the WLCB began issuance of marijuana producer, processor and retail licenses to qualified applicants beginning in March 2014; and

WHEREAS, marijuana production, processing and retailing uses and facilities authorized by I-502 must be addressed in the City’s zoning code, but the impacts of these uses are still largely unknown, and the regulations that the City will need to address were recently issued; and

WHEREAS, a work group composed of staff from three state agencies, the WLCB and the Departments of Health and Revenue issued recommendations related to medical marijuana that were forwarded to the Washington State Legislature for consideration in January 2014; and
WHEREAS, on March 31, 2014, in its decision in *Cannabis Action Coalition, et al. v. City of Kent*, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments’ zoning authority to exclude or otherwise regulate collective gardens; and

WHEREAS, the Legislature has not taken further action regarding the regulation of medical marijuana and is expected to consider regulations related to medical marijuana throughout the year 2014; and

WHEREAS, the Legislature’s consideration of regulations related to medical marijuana may affect the City Council’s ability to comprehensively evaluate the need and/or appropriateness of recreational marijuana facilities within the City of Sammamish; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the WLCB’s rules and other information, which was implemented by Ordinance 2013-362, effective on January 11, 2014; and

WHEREAS, a public hearing was held on June 3, 2014; and

WHEREAS, the City previously adopted and intends to implement the 2014 work program set forth in Attachment A; and

WHEREAS, the City Council deems it in the public interest to extend the moratorium imposed under Ordinance 2013-362 for a period of six months in order to investigate this issue further, obtain regulatory clarity and guidance from the WLCB’s rules and state legislation, and to implement the work program set forth in Attachment A;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, ORDAINS AS FOLLOWS:

**Section 1. Definitions.** As used in this Ordinance, the following terms have the definitions set forth below:

“Marijuana” or “marihuana” means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

“Marijuana processor” means a person or entity licensed by the Washington State Liquor Control Board (“WLCB”) to process marijuana into useable marijuana and marijuana-infused
products, package and label useable marijuana and marijuana-infused products for sale in retail outlets, and sell useable marijuana and marijuana-infused products at wholesale to marijuana retailers.

“Marijuana producer” means a person or entity licensed by the WLCB to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

“Marijuana-infused products” means products that contain marijuana or marijuana extracts and are intended for human use. The term “marijuana-infused products” does not include useable marijuana.

“Marijuana retailer” means a person or entity licensed by the WLCB to sell useable marijuana and marijuana-infused products in a retail outlet.

Section 2. Moratorium Imposed. Pursuant to the provisions of RCW 35A.63.220 and RCW 36.70A.390, a zoning moratorium is hereby enacted in the City of Sammamish prohibiting the acceptance, processing, or approval of any license, permit, or other ministerial or discretionary approval authorizing the licensing, establishment, maintenance, or continuation of any use of property by a marijuana producer, marijuana processor, or marijuana retailer, or for use by any person for the production, processing, and/or retailing of marijuana.

Section 3. Marijuana Production, Processing and Retailing Prohibited. Pursuant to the moratorium imposed in Section 2 of this Ordinance, marijuana production, processing and retailing as defined in Section 1 of this Ordinance are hereby designated as prohibited uses in the City of Sammamish while this Ordinance is in effect. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person or entity for marijuana production, processing or retailing, and any permits issued for any of these uses in error or based on a vague and/or misleading application description during this moratorium are null and void, and without legal force or effect.

Section 4. Referral to Sammamish Planning Commission. The Sammamish City Council hereby refers this issue to the Sammamish Planning Commission for review and recommendations.

Section 5. Ordinance to Be Transmitted to State Commerce Department. Pursuant to RCW 36.70A.106, this interim Ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 6. Recitals Adopted as Findings of Fact. The Sammamish City Council adopts as its preliminary findings of fact the recitals set forth above. The City Council may adopt additional findings in the event that additional public hearings are held or evidence is presented to the City Council.

Section 7. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or
otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 8. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication but no sooner or later than the termination of the moratorium imposed by Ordinance 2013-362 (July 11, 2014).

Section 9. Duration. This Ordinance shall be in effect for a period of six months from the effective date set forth above, and shall automatically expire at the conclusion of that six month period unless extended as provided in RCW 35A.63.220 and RCW 36.70A .390, or unless earlier terminated by action of the City Council.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF JUNE 2014.

CITY OF SAMMAMISH

______________________________
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

______________________________
Melonie Anderson, City Clerk

Approved as to form:

______________________________
Michael R. Kenyon, City Attorney

Filed with the City Clerk: May 28, 2014
Public Hearing: June 3, 2014
First Reading: June 3, 2014
Passed by the City Council:
Date of Publication:
Effective Date:
## Attachment A
### Recreational Marijuana Regulations
#### Work Program

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- **2013**
  - Evaluate Washington State Liquor Control Board (WLCB) rules and procedures, actions of peer cities and Association of Washington Cities guidance.
  - Review the final WLCB rules, local regulation examples and timeframe.

- **2014 1Q**
  - Evaluate locational criteria set forth in the rules as relates to Sammamish, complete mapping.
  - Monitor State legislation related to medical marijuana.
  - Seek policy guidance from the City Council.

- **2014 2Q**
  - Develop options based on WLCB rules, legislation, and policy guidance from City Council.

- **2014 3Q**
  - Draft regulations.
  - Complete Planning Commission review, public hearing and recommendation to the City Council.
  - State Environmental Policy Act (SEPA) review and threshold determination.
  - Complete State of Washington Department of Commerce 60 day Notice of Intent to Adopt.

- **2014 4Q**
  - City Council review, public hearing, and adoption of regulations.
Meeting Date: June 17, 2014
Date Submitted: May 28, 2014

Originating Department: City Manager

Clearances:
- City Manager
- Attorney
- Community Development
- Parks & Recreation
- Finance & IT
- Police
- Admin Services
- Fire
- Parks & Recreation
- Public Works

Subject: Medical Marijuana Collective Garden Prohibition

Action Required: 2nd Reading and adoption of the ordinance

Exhibits: 1. Proposed Ordinance

Budget: No Impact

Summary Statement: State Law regarding Medical Cannabis is in conflict with Federal Law. The truncated and partially vetoed version of ESSSB 5073 that became effective July 22, 2011, passed many of the governor’s concerns to cities, and the passage of Initiative 502 related to recreational marijuana did not provide further clarity.

ESSSB 5073 also provided that cities may adopt and enforce zoning regulations, business license requirements and business taxes for collective gardens.

On March 31, 2014, in its decision in Cannabis Action Coalition, et al. v. City of Kent, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments’ zoning authority to exclude or otherwise regulate collective gardens.

City Council Ordinance No. 2013-361, effective January 18, 2014, continued a moratorium on medical marijuana facilities. The current ordinance prohibiting these facilities within the City would replace the moratorium.

The first reading and public hearing was completed on June 3, 2014.

Financial Impact: None

Recommended Motion: Second reading and adoption of the Ordinance.
AN ORDINANCE OF THE CITY OF SAMMAMISH, WASHINGTON, PROHIBITING THE ESTABLISHMENT, LOCATION, OPERATION, LICENSING, MAINTENANCE OR CONTINUATION OF MEDICAL MARIJUANA COLLECTIVE GARDENS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in 2011, the Legislature passed ESSSB 5073 authorizing medical marijuana “collective gardens” designed to provide certain qualifying patients with the ability to produce, grow and deliver cannabis for medical use; and

WHEREAS, the Governor signed ESSSB 5073 but vetoed several sections of the bill; and

WHEREAS, the City Council deemed it to be in the public interest to establish a zoning moratorium pending local review of the anticipated changes in the law, which was implemented by Ordinance No. 2011-309 on July 18, 2011 and extended by Ordinance No. 2012-320, effective January 18, 2012, Ordinance No. 2012-328, effective July 18, 2012, Ordinance No. 2012-340, effective January 18, 2013; Ordinance No. 2013-348, effective July 18, 2013; and Ordinance No. 2013-361, effective January 18, 2014; and

WHEREAS, on March 31, 2014, in its decision in Cannabis Action Coalition, et al. v. City of Kent, Case No. 70396-0, the Washington State Court of Appeals Division I held that collective gardens are not legal under the Act and further upheld local governments’ zoning authority to exclude or otherwise regulate collective gardens; and

WHEREAS, a public hearing was held on June 3, 2014; and

WHEREAS, the City Council finds and determines that the prohibition of collective gardens would protect the public safety, morals, health and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Medical Marijuana-Related Uses Prohibited. The City of Sammamish hereby prohibits the establishment, location, operation, licensing, maintenance or continuation of medical marijuana collective gardens within the City of Sammamish. A “collective garden” is
any area or location where qualifying patients engage in the production, processing, transporting, and delivery of cannabis for medical use as set forth in ESSSB 5073 or otherwise.

**Section 2. No Business Licenses Issued.** Collective gardens as defined in Section 1 of this Ordinance are hereby designated as prohibited uses in the City of Sammamish. In accordance with the provisions of RCW 35A.82.020 and SMC 5.05, no business license shall be issued to any person or entity for a collective garden.

**Section 3. Findings of Fact.** The above “Whereas” clauses of this Ordinance constitute specific findings of fact by the City Council in support of passage of this Ordinance.

**Section 4. Moratorium Terminated.** The six-month moratorium established pursuant to Ordinance No. 2013-361 shall terminate upon the effective date of this Ordinance.

**Section 5. Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

**Section 6. Effective Date.** This Ordinance shall be effective five days after passage and publication in the official newspaper of the City.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON ____________, 2014.**

CITY OF SAMMAMISH

______________________________
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

______________________________
Melonie Anderson, City Clerk

Approved as to form:

______________________________
Michael R. Kenyon, City Attorney
Exhibit 1

Filed with the City Clerk: May 28, 2014
Public Hearing: June 3, 2014
First Reading: June 3, 2014
Passed by the City Council:
Date of Publication:
Effective Date:
Meeting Date:       June 17, 2014          Date Submitted:       June 9, 2014

Originating Department:   Admin Services

Clearances:   ☑ City Manager      ☑ Community Development      ☑ Parks & Recreation
              ☑ Attorney         ☑ Finance & IT             ☑ Police
              ☑ Admin Services   ☑ Fire                    ☑ Public Works

Subject:        Resolution: Appointing one member to the Beaver Lake Management Board

Action Required:   Approve resolution appointing member to the Beaver Lake Management Board

Exhibits:    1. Draft Resolution

Budget:        N/A

**Summary Statement:** Currently, there are two vacancies on the Beaver Lake Management District’s five-member Board. Recruitment for these positions has been on-going. Joe McConnell has submitted an application for the board. He lives within the Beaver Lake Management District and is a resident of the City of Sammamish. Staff recommends appointing Mr. McConnell to the board without going through the usual interview process since the board has been operating with only three members for several months. The term will expire in 2017. Recruitment will continue to fill the last remaining position.

**Background:** On June 19, 2006 the City Council created the Beaver Lake Management District. RCW 36.61 requires the Council to establish a non-paid Advisory Board of watershed property owners. The members should be representative of the diversity among property owners within the Beaver Lake watershed. They are expected to oversee the implementation of the Lake Management District (LMD) program and to assist the City of Sammamish in establishing annual budgets and work plans for the use of LMD revenues and expenditures. Terms for the management district are five years in length.

**Financial Impact:** N/A

**Recommended Motion:** Adopt resolution appoint one member to the Beaver Lake Management District Board.
CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2014-__

A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL APPOINTING ONE MEMBER TO THE BEAVER LAKE MANAGEMENT DISTRICT ADVISORY BOARD

WHEREAS, the Beaver Lake Management District began operating in 2007 for a period of ten (10) years; and

WHEREAS, the City Council finds that the District would benefit from a citizen advisory board working in conjunction with the King County Water and Land Resource Division and City staff; and

WHEREAS, there are currently two vacant Commission positions; and

WHEREAS, the City Council solicited applications for the vacant Commission positions; and

WHEREAS, the City Council has received and reviewed 1 qualified application;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Appointment of Members. The following individuals are appointed to the Beaver Lake Management District Advisory Board:

Joe McConnell, Term expires December 31, 2017

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF MARCH, 2014

CITY OF SAMMAMISH

______________________________
Mayor Thomas E. Vance
Exhibit 1

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

______________________________

Approved as to form:

______________________________

Michael R. Kenyon, City Attorney

Filed with the City Clerk: June 10, 2014
Passed by the City Council: 
Resolution Number R2014-___
City Council Agenda Bill

Meeting Date: June 17, 2014
Date Submitted: June 11, 2014

Originating Department: Public Works

Clearances:
- City Manager
- Attorney
- Admin Services
- Community Development
- Finance & IT
- Parks & Recreation
- Police
- Fire
- Public Works

Subject: 212th Way SE Preliminary Design Contract

Action Required: Authorize the City Manager to execute a Contract Agreement with Gray and Osborne, Inc., for the purpose of developing a preliminary design and construction estimate for 212th Way SE.

Exhibits: Agreement for Services

Budget: $300,000 budgeted in the adopted Capital Contingency Reserve within the Transportation Capital Improvement Fund

Summary Statement

The Public Works Department is using the professional services of Gray and Osborne to prepare a conceptual plan and construction estimate for 212th Way SE road improvements from East Lake Sammamish Parkway to 212th Ave SE.

Background

212th Way SE (commonly referred to as Snake Hill Road) is one of the three main southern routes used to access the plateau. The original road was constructed poorly with an inadequately compacted roadway base. Past engineering analyses of the roadway have determined that catastrophic failure of the road is not likely. However, the road embankment will continue to shift and slide, gradually requiring re-occurring maintenance of the pavement, roadside ditches, and guardrail until the loosely compacted soils can be replaced or stabilized.

The Public Works Department desires to work with Gray and Osborne’s engineering design team to develop a conceptual plan and construction estimate which will provide useful information to be evaluated by the City Council during the 2015-2016 budget development process later this year. A conceptual plan and preliminary engineering design is needed to better determine the amount of impacts and cost necessary for construction of retaining walls; treatment for storm water quality and quantity; mitigation for wetland impacts; and right-of-way needs.
Financial Impact:

The Transportation Capital Improvement Fund includes a budget line item for 212th/Snake Hill Contingency that is currently unfunded. Consequently, the cost for this preliminary engineering analysis is proposed to come from the $300,000 budgeted in the Transportation Capital Contingency Reserve. It is not anticipated that the contingency reserve funds will be needed for this year’s capital projects. Costs for projects completed thus far in 2014 have been under budget. Projects under way are forecast to be on or under budget.

Recommended Motion:

Authorize the City Manager to execute a Contract Agreement with Gray and Osborne, Inc., for the purpose of developing a preliminary design and construction estimate for 212th Way SE in the amount of $149,833 with a management reserve of $15,167 for a total contract not to exceed amount of $165,000.
CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Gray and Osborne, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Gray and Osborne, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

   The City shall pay Consultant:

   [Check applicable method of payment]

   X According to the rates set forth in Exhibit "D"

   X A sum not to exceed $165,000

   Other (describe): ____________________________

   The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2015, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.
7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

**Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. *Automobile Liability* insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. *Commercial General Liability* insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City.


4. *Professional Liability* insurance appropriate to the Consultant’s profession.

**Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. *Automobile Liability* insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. *Commercial General Liability* insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. *Professional Liability* insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant’s insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City.
Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the “City”. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effected.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

Jim Grueber  
City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075  
Phone number: 425-295-0566  
Email jgrueber@sammamish.us

Notices to the Consultant shall be sent to the following address:

Company Name  Gray and Osborne, Inc.  
Contact Name  Brian Sourwine  
Street Address  701 Dexter Avenue North, Suite 200  
City, State Zip  Seattle, WA 98109  
Phone Number  206-284-0860  
Email bsourwine@g-o.com

18. **Applicable Law; Venue; Attorneys’ Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys’ fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON  
By: ____________________________  
Print Name: ________________________  
Title: City Manager  
Date: ____________________________  
Attest/Authenticated: ________________________________

CONSULTANT  
By: ____________________________  
Print Name: ________________________  
Title: President  
Date: ____________________________  
Approved As To Form: ________________________________

City Clerk  

Page 4
EXHIBIT A - SCOPE OF SERVICES

CITY OF SAMMAMISH

212TH WAY PRELIMINARY DESIGN
(EAST LAKE SAMMAMISH PARKWAY TO NEAR SE 39TH STREET)

BRIEF PROJECT UNDERSTANDING

The City of Sammamish (City) desires to retain the services of Gray & Osborne, Inc. (G&O) to develop conceptual plans and preliminary construction cost estimates for the contemplated road improvements. Road improvements typically include an 11'-0" travel lane in each direction, 5-foot paved shoulders, retainage walls, slope stabilization and storm drainage improvements (collection, conveyance, treatment and detention). The G&O services contemplated under this contract are more particularly described as follows and are based on the assumptions also noted herein.

Task 1 – Project Management

Objective: Provide overall project management, coordination with City, monthly progress reports, and invoicing.

A. Provide overall project management services including:
   1. Project staff management and resource allocation.
   2. Review and manage project budget and schedule of deliverables.

B. Prepare and submit written progress reports with monthly invoices.

C. Coordinate the project and contract with City project manager.

Task 2A – Data Acquisition (Survey)

Objective: To obtain topographical and right-of-way information via research and field survey suitable to support 30 percent design (targeted delivery date is 5 weeks from Consultant receipt of Notice to Proceed).

A. Research and acquire current records of surveys, plat maps, assessor maps, and other available “recorded” information (County files) to be utilized for calculating and establishing rights-of-way by or under the direct supervision of a licensed professional land surveyor (PLS). Identify and map centerline of rights-of-way (existing and/or proposed) in the 212th Way corridor.

B. Establish vertical and horizontal control suitable for survey, mapping and design of the project corridor and on City of Issaquah approved datum.
C. Acquire topographical survey as further noted in Item E below. Topographical survey will include acquisition of obvious physical features in sufficient detail to support 30 percent design.

D. Incorporate electronic data/files and create base maps of project corridor.

E. Provide, more specifically, the following services in the 212th Way corridor:

1. Identify, acquire and map abutting parcel/property lines. Identify, acquire and map “spot elevations” of road centerline at approximately 50-foot intervals, as well as edge of roadway (pavement) elevations on both sides of road at these 50-foot intervals. Identify, acquire and map “spot elevations” of existing ground/slopes at approximately 100-foot intervals for 30 feet adjacent to both edges of pavement.

Note: The survey and mapping as identified within this scope of work shall be suitable to support 30 percent design efforts.

Task 2B – Data Acquisition (Drawings, Reports, etc.)

Objective: To obtain pertinent and available information, data, record drawings, and geotechnical information which may be on file with the City of Sammamish. G&O shall be able to rely on this information as being accurate for the purposes intended in this scope of work (targeted delivery date is 5 weeks from Consultant receipt of Notice to Proceed).

A. Acquire and review record drawings or “as-built” drawings of City-owned infrastructure from the City as may be available and pertinent to the Project.

B. Acquire existing and available digital aerial mapping file (LIDAR) of project area from City of Sammamish. Aerial map typically include topographical data only.

C. Take photographs (approximately 100 feet) for review and files.

Task 3 – Preliminary Geotechnical Analysis (targeted delivery date is 8 weeks from Consultant receipt of Notice to Proceed)

A. Subcontract and coordinate geotechnical work with a qualified and licensed geotechnical firm.
B. Review and comment on subconsultant submittals.

C. Provide these additional services via our geotechnical subconsultant, Terracon.

1. **Subsurface Exploration** – Terracon proposes to advance fourteen geotechnical borings to depths of 20 to 30 feet below existing site grades. Ten of the borings would be advanced from the roadway and four down slope on the existing roadway embankment. Six of the borings would be located in the vicinity of the lower, recently repaired landslide, below the hairpin curve, with the other eight borings would be located above the landslide area previously investigated by King County’s material laboratory. In addition, two of the borings advanced in the roadway, one located above the hairpin curve, and one below, will be developed into groundwater monitoring wells with flush mount monuments. The purpose of the investigation would be to investigate areas that have experienced historical slope movement and to provide recommendations to support a 30 percent design effort for reconstruction of the roadway to a stable configuration with two 11-foot-wide travel lanes with 5-foot-wide shoulders.

Disturbed, but representative, soil samples will be obtained on 2.5 to 5-foot depth intervals in general accordance with the Standard Penetration Test method (ASTM D 1586). The borings will be advanced under the direction and observation of an engineering geologist or a geotechnical engineer from their firm. Their representative will log the subsurface conditions, collect representative samples, and place them in moisture tight containers for return to our laboratory. The borings will be backfilled in accordance with the Washington State Department of Ecology requirements upon completion of drilling and sampling. Drill cuttings will be disposed onsite unless contaminated soils are encountered. If they encounter contaminated soils, they will notify you immediately, place the cuttings in 55-gallon drums, and leave them onsite. Environmental characterization of contaminated soils and disposal are not included in the scope of the geotechnical study; however, they can provide a scope and cost to perform these services if required.

Terracon will contact the Utility Location Service prior to completing our explorations in order to have documented underground utilities located.
2. **Laboratory Testing** – Terracon will conduct a limited laboratory testing program consisting of index testing (grain size analysis, plastic limits, and moisture contents) on selected samples in order to characterize the general soil properties.

3. **Engineering Analysis and Report Preparation** – Based on the findings of their subsurface exploration and laboratory testing, Terracon will perform geotechnical engineering analyses and prepare a geotechnical report. Terracon would use the existing geotechnical study as a base to build upon to support the 30 percent roadway design. The following summaries, conclusions and recommendations would be presented in the geotechnical report:

- Site and project description;
- Description of the field exploration and summary logs of the borings;
- Vicinity map and plan showing the approximate location of the borings;
- Descriptions of the soil and groundwater conditions observed;
- Slope stability analysis at areas of historical movement for existing and rebuilt roadway geometries in order to refine retaining wall/reinforced slope reconstruction recommendations;
- Analysis of segmental block gravity walls as an alternative to the soldier pile cut walls presented in the previous geotechnical report;
- Embankment recommendations including reinforced slopes, rock, and soil fill materials;
- Cut and fill retaining wall design recommendations;
- Buried storm water facilities (vaults) and surface facilities (ponds) recommendations;
- Utility trench recommendations;
- Subsurface drainage options;
- Shoring design criteria, and;
- Geotechnical construction recommendations.

Terracon will provide an electronic copy (PDF) of the geotechnical report. Terracon would initially issue the geotechnical report as a draft for review by the design team and City. A final report would be issued upon resolution and incorporation of comments.
4. **Geotechnical Consultation** – Terracon would provide geotechnical consultation and support, as required, to support the 30 percent design of the roadway. This would include coordination meetings/conference calls, review of plans for the conformance to the geotechnical recommendations, assisting in cost estimating of retaining walls, and other geotechnical/wall design support as requested.

5. **Assumptions** – Terracon’s fee is based on the following assumptions:

- Site access permission for drilling will be obtained by the client.
- The road would be closed during the subsurface exploration.
- The exploration program would require the roadway to be closed for three to four days for a minimum of 8 hours each day.
- Some disturbance vegetation at boring locations off the roadway will occur as result of the exploration.
- Contaminated soils are not encountered.
- Cuttings from exploration borings will be left onsite. Provided the soils are not contaminated, the soils could be removed upon request for an additional cost of $600 to the client.

Please note that the proposed scope of work is intended for 30 percent design of the project, and additional geotechnical input likely will be needed during the final PS&E phase of the project.

**Task 4 – Wetland and Stream Reconnaissance (targeted delivery date is 9 weeks from Consultant receipt of Notice to Proceed)**

A. Screen the current road corridor and note the locations and classifications of jurisdictional wetlands, buffers and streams from East Lake Sammamish Parkway to SE 39th Street. Wetland screening will follow methodology from the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region Version 2.0. Noted wetland areas will be classified using the Washington State Wetland Classification system developed by the Department of Ecology and used by the City of Sammamish and the Army Corps of Engineers.

B. Prepare a technical memorandum outlining the findings of the wetland screening effort and summarizing regulatory requirements for
reconstruction/relocation of the roadway. This will include a discussion of compliance requirements of the Sammamish Critical Areas Ordinance, State Hydraulic Code, State Wetland regulations and Federal Clean Water Act.

C. Prepare a wetland/stream plan view sketch showing approximate locations of noted wetland, buffers and stream features.

Task 5 – Conceptual Roadway Layout (Strip Map) (targeted delivery date is 11 weeks from Consultant receipt of Notice to Proceed)

Objective: To develop two separate conceptual level (30%) roadway plan view drawings based on City provided typical cross-sections suitable for developing detailed preliminary construction cost estimates. One concept will include a sidewalk adjacent to the back of new curb and the other concept will not have sidewalks.

A. Utilize topographic survey and available mapping to layout proposed (conceptual) transportation improvements. Conceptual layout will be in a scale suitable for use in City meetings and to develop cost estimates.

B. Utilize existing City “standard details” provided by the City for typical roadway sections for the purpose of estimating quantities for typical roadway materials, illumination, storm, etc., for cost estimating. Perform limited, minor roadway modeling to assist with excavation/fill quantities and preliminary proposed retaining wall locations.

C. Signalized intersection improvements or modifications will not be shown in detail but referenced on drawings and be generally shown schematically.

D. Develop “typical” cross-section exhibits of proposed roadway improvements utilizing City standards/City provided typical cross-section as basis (suitable for estimating purposes only).

E. Identify potential utility impacts based on preliminary concepts. G&O shall be able to rely on information provided “by others” to complete this task.

F. Identify potential storm drainage facilities for conveyance, treatment and detention of stormwater. Additionally, identify potential for direct discharge to the lake (no detention).
Task 6 – Preliminary Construction Cost Estimates and Preliminary Design Summary (targeted delivery date is 11 weeks from Consultant receipt of Notice to Proceed)

Objective: To develop detailed “preliminary construction cost estimates” with summary for the proposed improvements as further stated herein (see list of assumptions).

A. Develop preliminary (30 percent level) construction cost estimate with design summary. Cost estimates will include:

1. Roadway Improvements (including illumination, roadway, storm, etc.) based on typical cross-section provided/approved by City.

2. Signal Modifications (based on our general knowledge of proposed improvements and similarly sized and types of projects).

3. Retaining Wall/Slope Reinforcement costs based upon City concurrence of preferred wall/slope option(s).

4. Environmental mitigation construction costs.

Task 7 – Property Acquisition (Acreage) Calculations (targeted delivery date is 11 weeks from Consultant receipt of Notice to Proceed)

Objective: To calculate the approximate right-of-way “takes” based on a typical roadway “footprint.” “Area calculations” will be averaged and rounded based on the “approximate alignment” of the “conceptual layout.”

A. Calculate approximate area “takes” for individual parcels based on the alignment of the conceptual drawings. Note: this work will be approximate only, as the exact roadway alignment will not be determined in this scope and property lines will be approximate only. Work does not include property/easements for storm outfall to the lake.

Task 8 – Quality Assurance/Quality Control (QA/QC) Review

Objective: To evaluate product deliverables, risk management issues, proposed alignments, cost estimates, and related documentation and provide comments applicable thereto.

A. Conduct one QA/QC review by senior project team members and related staff to access project in general and provide recommendations on cost estimates, alignment, risk management issues, etc. Invite City and its agents to participate as may be desired by City.
Task 9 – Project Meetings

Objective: To discuss project in general to include type and nature of deliverables, provide comments (written and/or verbal as required) applicable to City project manager.

A. Conduct one preliminary meeting (kick-off meeting) at beginning of project with City regarding conceptual layout provided (2 hours maximum assumed).

B. Conduct a final meeting with City to review project deliverables. Incorporate or address project comments provided by City as required prior to final submittal.

PROJECT ASSUMPTIONS

Note: Our engineering scope and fees assumes the following:

1. No historical or cultural survey work is included in this Proposal.

2. Our cost estimate will assume suitable structural soils exist to construct the improvements, unless available geotechnical data indicates otherwise.

3. Our fee estimate does not include any permit applications or acquisition or coordination with permitting agencies.

4. Our scope does not include title reports, record of survey(s), resolution of property line, right-of-way line discrepancies/errors, nor meeting with property owners.

5. Our scope does not include any traffic analysis/design or illumination analysis.

6. Our scope does not include detailed stormwater modeling or sizing. Only preliminary analysis will be conducted. City will provide stormwater TIR for any off-site system flows.

7. City to close 212th Way to traffic to allow on-site geotechnical work and topographic survey. Closures shall be on weekends and coordinated in advance with City Project Manager.
DELIVERABLES

- Electronic copy of all G&O generated products, photographs, and cost estimates.

- Hard copy of all G&O generated products.
REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: ___________________ Date of Invoice: ___________________

Consultant: _______________________

Mailing Address: ___________________

Telephone: ________________________

Email Address: ____________________

Contract Period: ___________________
Reporting Period: ___________________

Amount requested this invoice: $___________
Specific Program: ___________________

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

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Approved for Payment by: ___________________ Date: ___________________

Finance Dept.

Check #: ___________________ Check Date: ___________________
TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

____ Corporation  ______ Partnership  ______ Government Consultant

____ Individual/Proprietor ______ Other (explain)

TIN No.: __________________________

Social Security No.: __________________________

Print Name: __________________________

Title: __________________________

Business Name: __________________________

Business Address: __________________________

Business Phone: __________________________

____________________________________________  ________________________________
Date Authorized Signature (Required)
EXHIBIT "D"

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Sammamish - 212th Way Preliminary Design

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<th>Tasks</th>
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<th>Project Manager Hours</th>
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Subtotal Direct Labor: $31,400
Indirect Costs (180%): $56,520
Total Labor Cost: $87,920
Fee (15%): $13,188
Subtotal Labor & Fees: $101,108
Direct Non-Salary Cost:
  Mileage & Expenses (Mileage @ $0.56/mile) $525
Subconsultant:
  The Watershed Company $5,000
  Terracon $43,200

TOTAL ESTIMATED COST: $149,833

* Actual labor cost will be based on each employee's actual rate, estimated rates are for determining total estimated cost only.
Summary Statement:
The City is committed to commissioning the proposed facility to ensure that all building mechanical and plumbing systems and controls are functioning properly upon occupancy, and that the operating staff have adequate system documentation and training. Under this contract, the consultant shall function as the Commissioning Authority to lead, review and oversee the building commissioning process for the project.

Services will include the verification of the installation and performance of systems to be commissioned consistent with the standard of care currently being executed in Washington. Commissioned systems include HVAC systems and controls, domestic hot water system and grey water system. Commissioning shall verify that systems are installed correctly and functionally perform under partial and full load conditions.

A pressure test of the building is anticipated under the scope of work of this contract. A separate consultant has been retained (under the current design and construction administration contract with Barker Rinker Seacat Architects) to review the building envelope as well as for aquatic commissioning.

The City requested qualification packages for building commissioning services from five firms on the shared procurement portal roster. Of the three firms that responded, Engineering Economics, Inc. was selected to be the most qualified. Examples of their experience with similar projects include the Rainier
Beach Community Center (Seattle), the Firstenburg Community Center (Vancouver) and the Western Washington University Student Recreation Center (Bellingham).

**Project Background:**
The Sammamish Community and Aquatic Center project consists of a two-story, approximately 69,000 square foot building. The center will be located on the Sammamish Commons campus, adjacent to the King County Public library. The project also includes an access loop road, structured parking and surface parking. The building includes a 6-lane, 25-yard lap pool, a 3,300 square foot leisure pool, a spa, a main and auxiliary gym, a jogging track, fitness space and group fitness rooms, a break room, a family center room, meeting space, child watch areas and administrative areas.

An overview of the project timeline is provided below:

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Construction is expected to take 18 months to complete following which the YMCA will furnish the facility and train staff for operations. The facility is anticipated to open in early 2016.

**Financial Impact:**
The total requested authorization for this contract with Engineering Economics Inc. is $70,610.00.

The total project budget for the community center project is $34,500,000. This budget includes an allocation for consultant services and other “soft costs” in the amount of $3,003,436.56. Commissioning services was anticipated as part of this project and funding was allocated in the consultant budget.

**Recommended Motion:**
Authorize the City Manager to execute a contract with Engineering Economics Inc. for $70,610.00 for building commissioning services for the Sammamish Community & Aquatic Center project.
CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Engineering Economics, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the “City,” and Engineering Economics Inc., hereinafter referred to as the “Consultant.”

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit “A” of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit “B”.

   The City shall pay Consultant:

   [Check applicable method of payment]

   _ According to the rates set forth in Exhibit "_"

   X A sum not to exceed $70,610.00

   _ Other (describe):

   ___________________________________________

   The Consultant shall complete and return to the City Exhibit “C,” Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2016, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney
fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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**Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City.

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Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
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   A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

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    A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

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    C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

    D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

    E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

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13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the “City”. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

   City of Sammamish  
   801 228th Avenue SE  
   Sammamish, WA 98075  
   Phone number: (425) 295-0500

   Notices to the Consultant shall be sent to the following address:
   Company Name: Engineering Economics, Inc.  
   Contact Name: Scott Usselman, PE, LEED AP, CxA  
   Street Address: 1201 Western Avenue, Suite 325  
   City, State, Zip: Seattle, WA 98101  
   Phone Number: (206) 622-1001  
   Email: Scott.Usselman@eeengineers.com

18. **Applicable Law; Venue; Attorneys’ Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys’ fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**CITY OF SAMMAMISH, WASHINGTON**  
By:  
Print Name:  
Title: City Manager  
Date:  
Attest/Authenticated:  
City Clerk

**CONSULTANT**  
By:  
Print Name: Jeffrey Nichols  
Title: Principal  
Date: 5/27/14  
Approved As To Form:  
City Attorney
May 22, 2014

Anjali Myer, Project Manager  
City of Sammamish  
Department of Parks and Recreation  
801 228th Avenue SE  
Sammamish, WA 98075

Re: Sammamish Community & Aquatic Center  
Commissioning Services  
Proposal No. 03-14234

Dear Anjali:

Engineering Economics, Inc. (EEI) is pleased to present this proposal for commissioning of the Sammamish Community and Aquatic Center located in Sammamish, WA.

SCOPE OF WORK

Building commissioning services will be provided per the Scope of Work described below to achieve building performance for functionality, energy efficiency, reliability and maintainability:

1. Develop a commissioning plan.
2. Conduct up to 12 commissioning meetings.
3. Assist, with the contractors, to develop project-specific Installation Verification Forms.
5. Log issues reports and track each issue to resolution.
6. Perform construction observations, documenting deficiencies and recommendations.
7. Review contractor testing documentation.
8. Coordinate and schedule commissioning with the construction manager.
9. Witness and document functional testing performed by contractors.
10. Issue final commissioning report.

Systems and equipment to be commissioned are to include the following:

**Mechanical**

1. Air handling units (3)
2. Rooftop units w/AC (9)
3. Make-up air (1)
4. Miscellaneous fan (14)
5. Energy recovery unit (1)
6. Terminal boxes (20) – 10% testing
7. Electric unit heater (1)
8. Fan coil units w/Dx cooling (2)
9. Boiler (2)
10. Heating water pumps (4)
11. Hydronic unit heater (1)
12. Radiant heaters (5)
13. Heat exchangers (4 with 1 pump)
14. Domestic hot water system with pumps (2 tanks - 1 pump)
15. Grey water system (1 Pump)
16. Pumps—reclaim water and sanitary sump (2)
17. Review testing and balancing (TAB) plan
18. Spot-check TAB results with contractor
19. Building automation and temperature controls system, including front end and integration

**Electrical**

1. Lighting control system
2. Central battery system
3. Integrated system testing

**Building Pressure Testing**

Note: For building pressure testing, we assume the mechanical contractor will seal off all air openings not being used for the testing. Also the general contractor will seal off openings and doors required for testing.

**FEE**

Engineering Economics Inc. will provide the above scope of work on a Not-to-Exceed basis:

- Commissioning Services (as described above) $69,290
- Reimbursable Expenses (misc. binders, reports, etc.) 1,320

**Total Base Scope** $70,610

Any additional services requested beyond the agreed scope will be performed at our standard hourly rates. Our standard rate schedule is attached.

**TERMS AND CONDITIONS**

Terms and conditions will be per our standard Terms and Conditions, as attached.

We very much look forward to working with you.

Sincerely,

Engineering Economics, Inc.

Scott Usselman, PE, LEED® AP, CxA
EXHIBIT B
City of Sammamish

REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
FAX: (425) 295-0600  

Invoice Number: __________ Date of Invoice: __________

Consultant: ____________________________

Mailing Address: ________________________

Telephone: ____________________________

Email Address: _________________________

Contract Period: __________ Reporting Period: __________

Amount requested this invoice: $ ______

Specific Program: ____________________________

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

<table>
<thead>
<tr>
<th>Total contract amount</th>
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<td>Previous payments</td>
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<td>Current request</td>
<td>Date:</td>
</tr>
<tr>
<td>Balance remaining</td>
<td></td>
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Approved for Payment by: __________________________ Date: __________________________

Finance Dept.

Check # __________________________ Check Date: __________________________
EXHIBIT C

City of
Sammamish
Washington

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

___ Corporation

___ Partnership

___ Government Consultant

___ Individual/Proprietor

___ Other (explain)

TIN No.: 84-0942005

Social Security No.: _______________________

Print Name: Jeffrey Nichols

Title: Principal

Business Name: Engineering Economics, Inc.

Business Address: 780 Simms Street, Suite 210, Golden, CO 80401

Business Phone: 303.239.8700

5/27/14 __________________________

Date

Authorized Signature (Required)
Meeting Date: June 17, 2014  
Date Submitted: June 10, 2014  

Originating Department: Parks and Recreation  

Clearances:  
☒ City Manager  ☐ Community Development  ☒ Parks & Recreation  
☒ Attorney  ☐ Finance & IT  ☐ Police  
☐ Admin Services  ☐ Fire  ☐ Public Works  

Subject: Sammamish Community and Aquatic Center Project, Construction Materials Testing and Special Inspection Services  

Action Required: Authorize the City Manager to award and execute a contract with Kleinfelder to provide construction materials testing and special inspection services for the Sammamish Community & Aquatic Center Project  

Exhibits: Consultant Contract  

Budget: The project budget for the Sammamish Community and Aquatic Center is $34,500,000 of which approximately $3,000,000 is allocated for consultant services and other “soft costs.” This contract is not to exceed $101,819.60.  

Summary Statement:  
The scope of work under this contract consists of geotechnical engineering inspection and materials testing to verify that material installed in place reflects the quality indicated in the plans and specifications. Geotechnical engineering materials and testing services will include foundation subgrade verification and compaction testing for all site retaining walls, basement walls and spread footings, driveways and the parking areas. Services will also consist of monitoring of rockery wall construction, placement and compaction of import fill and trench backfill, and placement of regular and porous asphalt. Sampling of concrete and asphalt is also included in the scope of work.  

The main building of the Community and Aquatic Center includes concrete footings, slab on grade, retaining walls, concrete shear walls and a composite floor system with 12” hollow core precast concrete planks over the lap pool, a steel roof structure with glue-lam beams over the leisure pool area and steel brace frames. The parking garage is at two levels with reinforced concrete construction with a post tensioned upper level slab.  

In addition to the work described previously, the International Building Code prescribes a minimum amount of testing to demonstrate code compliance for key structural systems for both the building and the parking garage and associated site improvements. Testing is anticipated to include structural testing and inspections for all reinforced concrete, post tension decks tendon placement and stressing, structural steel welding and high strength bolting.
The City requested qualification packages for construction materials testing and special inspection services from six firms on the shared procurement portal roster. City staff were unable to negotiate a satisfactory fee for services with the first firm selected, and thus moved onto the second firm, Kleinfelder. Kleinfelder has done several projects with the City of Sammamish, including City Hall and the Maintenance and Operations Center.

**Project Background:**
The Sammamish Community and Aquatic Center project consists of a two-story, approximately 69,000 square foot building. The center will be located on the Sammamish Commons campus, adjacent to the King County Public library. The project also includes an access loop road, structured parking and surface parking. The building includes 6-lane, 25-yard lap pool, a 3,300 square foot leisure pool, a spa, a main and auxiliary gym, a jogging track, fitness space and group fitness rooms, a break room, a family center room, meeting space, child watch areas and administrative areas.

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Construction is expected to take 18 months to complete following which the YMCA will furnish the facility and train staff for operations. The facility is anticipated to open in early 2016.

**Financial Impact:**
The total authorization amount requested for this contract is $117,092.54. This includes a contract with Kleinfelder in the amount of $101,819.60. The remaining authorized amount of $15,272.94 will cover additional services (if needed), to be administered by the City Manager.

The total project budget for the community center project is $34,500,000. This budget includes an allocation for consultant services and other “soft costs” in the amount of $3,003,436.56. Construction materials testing and special inspection services was anticipated as part of this project and funding was allocated in the consultant budget.

**Recommended Motion:**
Authorize the City Manager to execute a contract with Kleinfelder for $101,819.60 for construction materials testing and special inspection services for the Sammamish Community and Aquatic Center project and authorize an additional 15% contingency (total authorization not-to-exceed $117,092.54) for additional services if needed.
CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Kleinfelder

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Kleinfelder, hereinafter referred to as the "Consultant."

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2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

   The City shall pay Consultant:

   [Check applicable method of payment]

   ___ According to the rates set forth in Exhibit "__"

   X A sum not to exceed $101,819.60.

   ___ Other (describe): ____________________________________________________________

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5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
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The City understands and agrees that Consultant’s total liability (including defense costs) shall be limited to and shall not exceed its proportionate share or contribution to the damages and shall be based on its negligent acts, errors or omissions as determined by a court of competent jurisdiction.

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A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.
15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

   City of Sammamish  
   801 228th Avenue SE  
   Sammamish, WA 98075  
   Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

   Company Name  
   Kleinfelder  
   Contact Name  
   Rick Della, Operations Manager  
   Street Address  
   14710 NE 87th Street, Suite 100  
   City, State, Zip  
   Redmond, WA 98052  
   Phone Number  
   (425) 636-7900  
   Email  
   Rdella@kleinfelder.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

By: ____________________________

Print Name: ______________________

Title: City Manager

Date: ___________________________

Attest/Authenticated: ______________

City Clerk

CONSULTANT

By: ____________________________

Print Name: ______________________

Title: ___________________________

Date: ___________________________

Approved As To Form: ______________

City Attorney
June 9, 2014  
Kleinfelder Proposal No: MG140402.001P

Ms. Anjali Myer, PLA  
Parks Project Manager  
City of Sammamish  
801-228th Avenue SE  
Sammamish, WA 98074

Subject: Proposal to Provide Special Inspection and Testing Services  
Sammamish Community and Aquatic Center  
Sammamish, WA 98075

Dear Ms. Myer,

Kleinfelder is pleased to present this proposal to provide construction materials testing and special inspection services for the proposed Sammamish Community and Aquatic Center project, located in Sammamish, Washington. The purpose of our services will be to provide the City of Sammamish field data and information in order to assess compliance with the project plans and specifications. We welcome the opportunity to be part of the Project Team. The following proposal presents: our understanding of the project, the scope of services we anticipate providing, an estimate of our fees, authorization, and our limitations.

PROJECT UNDERSTANDING
We understand that the project will consist of materials testing and special inspection services during construction of a new community and aquatic center with an adjacent parking garage. The community and aquatic center building will consist of approximately 68,500 square feet on two floors including two pools in the lower level. An adjacent parking garage will consist of two levels of parking with a total area of approximately 64,000 square feet. The Community and Aquatic Center will be of structural steel construction with concrete slab floors, light gage metal framed and concrete walls. The parking garage will be entirely reinforced concrete construction with a post tensioned upper level slab. Both of the structures are supported on concrete foundations. Appurtenant construction will include a water slide, canopies, pavement, underground utilities, and landscaping. The project falls under the jurisdiction of the City of Sammamish in Washington.

Our understanding of the project was based on our experience with similar projects in the same jurisdiction including the City of Sammamish Commons project and a cursory review of the project drawings and specifications dated April 8, 2014.

If the project understanding is different than described, please contact us so we can adjust our scope.
SCOPE OF SERVICES
The scope of services for this project was based on information provided by Barker Rinker Seacat Architecture representing the project owners as their Architect. The estimated durations, quantities and services should be considered approximate and also subject to change based on the contractor’s actual methodology and work schedule. As the contractor has not yet put together a project construction schedule, we have estimated work element durations and sequencing based on our prior experience with similar projects but without access to project specific contractor schedules or work plans.

Kleinfelder will provide a project manager to coordinate and provide oversight of our field personnel for our services. The project manager and main point of contact assigned to this project is anticipated to be Rick Della. Day to day project execution will be conducted by our proposed assistant Project Manager Teajalam Gounden. Kleinfelder will staff the project from our Redmond office with inspector’s and technician’s appropriately certified and approved by the jurisdictional authority to perform inspection services on each element of work being observed, tested, or inspected. Our Redmond office and materials laboratory are located 9 miles from the project site. The following lists the anticipated scope of services to be provided by Kleinfelder:

TASK 1 - GEOTECHNICAL TESTING

A.) We will provide personnel on a periodic basis to evaluate condition and adherence to the project plans, specifications, and recommendation of the geotechnical report. We anticipate performing the following Geotechnical and field inspection activities.

- Subgrade Verification
- Trench Backfill Verification
- Aggregate Compaction
- Installation of Block Walls
- Installation of Rockery Walls
- Soil Bearing Capacity of Stormwater Retention Vaults
- Fill Density Testing of the North Access Road

TASK 2 – SPECIAL INSPECTION AND MATERIALS TESTING

A.) Reinforced Concrete Special Inspection & Testing

Our services are anticipated to include: periodic reinforcing steel inspection, continuous observation and inspection during cast-in-place concrete placement, and continuous observation and inspection during shotcrete placement. Slump, temperature, and air content tests will be performed and concrete specimens will be cast for compressive strength testing in accordance with the project specifications and local jurisdiction requirements. Concrete specimens will be picked up and delivered to our Redmond laboratory after the initial on-site curing period. Copies of batch tickets for all concrete placed will be monitored during placement for mix compliance and copies retained for loads sampled and tested. We have assumed the proper submittals of material compliance (for reinforcing steel, cement, aggregate and admixtures) will be submitted to eliminate qualification testing by us. We have not included concrete batch plant inspection or rebar tensile testing as part of this proposal. Kleinfelder can provide these services if desired following our receipt of appropriate authorization.
B.) Proprietary Anchor & Epoxy Reinforcement Inspection

Our services will include observation during installation of proprietary anchors and epoxy reinforcing steel dowels. Observation will be made of the product used, expiration date if applicable, and conformance of installation to the ICC product research report and manufacturer recommendations. We have assumed that pull testing of anchors is not required at this time. Should this be required or requested we will prepare an estimate and scope of services for approval prior to performing these tests. If additional anchor or epoxy inspection is required due to contractor means and methods, we will inform you of this change and any modification to our anticipated fee to accommodate these additional inspections.

C.) Post-tension Concrete Special Inspection

Our services are anticipated to include: periodic reinforcing steel and tendon inspection, continuous observation and inspection during cast-in-place concrete placement, and continuous inspection and observation during stressing, cutting, and sealing of post tension tendons. Inspection will include observation of tendon size, placement, and profile during placement monitoring and observation and recording of elongation during stressing. We have not included tendon tensile testing as part of this proposal. Kleinfelder can provide these services if desired following our receipt of appropriate authorization.

D.) Structural Steel & Welding Inspection

Our services will include periodic / continuous observation and inspection during field and shop welding and fabrication of structural steel members (including reinforcing steel and light gage framing) and review of welding procedure specifications and welder qualifications. Continuous observation and inspections will be performed for complete joint penetration and fillet welds per IBC and AISC 360. If non-destructive testing is required, we are prepared to provide these services following receipt of proper authorization of services. During structural steel bolting and fit up, our services will include periodic and continuous observation and verification of procedures followed for tightening and tensioning bolts as required by the plans and specifications. We have assumed that samples of high strength bolts, washer, and nut assemblies will not be tested by our inspectors prior to use on the project.

TASK 3 – MATERIALS TESTING

A.) Laboratory Testing Services

Laboratory testing will be performed in conjunction with the field-testing and observation described above in accordance with the plans, specifications, and local jurisdictional requirements to evaluate that project materials comply with project requirements and are suitable for their intended use. During concrete construction, our services are anticipated to include compressive strength testing of structural concrete strength specimens. During earthwork construction our services are anticipated to include moisture density relationships (Proctor curves), sieve analysis and moisture density testing. During placement of Hot Mix Asphalt laboratory testing is anticipated to include gradation, moisture Content and Rice Values. During placement of Porous Concrete field inspection will include daily testing of wet concrete density and laboratory testing of void content. We have assumed core test samples will be provided from test panels by the contractor.
TASK 4 – PROJECT MANAGEMENT & REPORTS

A.) Project Management

Our field lead will review the daily progress reports during construction. Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor's construction superintendent, designated design professionals, and your responsible representative. Project Management will conduct periodic field visits and provide consultation to the design team, as needed during the project. Upon completion of the project, we will provide a final summary report to document the inspection services conducted.

B.) Preconstruction Meeting & Report / Plan Review

Kleinfielder’s project lead and project manager will attend a preconstruction conference to review the project requirements and testing guidelines. We have budgeted for one three-hour meeting at the project site. Prior to this meeting, our project lead and project manager will perform a review of the project plans, specifications, and contractor schedule in preparation for this meeting.

C.) Review of Submittals

Kleinfielder will provide a review of Requests for Information and contractor submittals as requested for soils placement and compaction, and Geotechnical Special Inspection requirements.

D.) Reports

Our certified field staff will prepare daily field reports detailing work items observed with a copy provided to the owner and to the general contractor superintendent on-site prior to leaving the site. At the completion of the project, our project manager will prepare a final summary report to document the services we have performed.

It should be noted our services will not include: (1) supervision, direction, or acceptance of the contractor's work; (2) interpretation or modification of the project plans or specifications; (3) submittal of test results or reports to any regulatory agency (unless specifically requested by the Client in writing); or (4) job site safety.

ESTIMATED FEES

Based on the scope of services provided, we have developed a tentative budget estimate of $101,819.60 (Attachment A). Should the construction schedule require a lesser or greater amount of service than that estimated herein, the cost for construction testing services would vary accordingly. A detailed summary of our estimated fees is presented in Attachment A, for your review.

We propose our services be compensated on a time-and-expense basis based on 2-hour minimums for our inspectors, with hourly increments thereafter. It should be noted that the fee rates shown in Attachment A are inclusive of labor costs and standard equipment charges. Equipment that is non-standard (core drilling, rebar locators, floor flatness equipment, etc.) will be invoiced on a per unit use basis in accordance with our current fee schedule. Mileage
charges will be invoiced at a rate of $0.56 per mile. All services will be invoiced on a portal-to-
portal basis from our Redmond office which is located less than nine miles from the project site.
Services requested and not listed in this proposal may be provided and will be charged in
accordance with our 2013 Fee Schedule.

While we are diligent in our review of the project schedule and plans, it may be possible for
deviations to occur once the project has begun. The actual cost of our services will depend
largely on the contractor's efficiency and actual schedule and progress, as well as impact of
weather and work stoppages, all of which are beyond our control. Our total fees may also
fluctuate depending on the quality and performance of the construction materials used in
addition to the contractor's approach and scheduling of construction sequences, work force, and
jurisdictional requirements and events, which occur during the course of the project that cannot
always be predicted in advance.

We will attempt to coordinate our services with the contractor's site superintendent to efficiently
service the project. It should be noted that the fees above do not anticipate overtime work on
the project. If overtime is required, the rates associated with overtime work are at 1.5 times the
listed hourly rates in Table 1. Overtime for our services is defined as work on the project by a
single person in excess of 8 hours per day and all time on weekends and/or night shifts and/or
holidays. Overtime work can significantly impact our testing and inspection budget for the
project. While we will be diligent in our attempts to keep overtime to a minimum, please be
aware that contractor scheduling and performance are the primary causes for overtime work.
Proficient contractor performance and scheduling minimizes additional testing and inspection
time, consequently resulting in lower total fees. In the event conditions arise which are beyond
our control, were unknown at the time this proposal was prepared, unanticipated based on the
available information, or differ significantly from the assumptions shown below, we may need to
revise our scope of work and estimated fees in order to complete the project. Should this occur,
we will contact you for authorization before exceeding the project budget.

ASSUMPTIONS
During our proposal preparation certain assumptions were required. Based on information
available during our preparation of this proposal the following assumptions apply:

- It is anticipated that work will be conducted during standard construction hours (6AM –
  4PM).
- Kleinfelder will be given a minimum of 48 hours' notice for all call out inspections.
- This proposal excludes the cost of any equipment (i.e. scaffold, scissor lifts, telescopic
  booms, ladders, shoring, etc.) to gain access to any area requiring inspection or
  sampling of materials.
- We anticipate providing Washington Association of Building Officials (WABO) Inspector /
  Field Supervisor personnel on the project starting in early summer 2014. Our inspectors
  are anticipated to be on-site on a call out basis;
- There is no overtime, night, or weekend work anticipated during construction for our
  staff;
- We have assumed that Non-destructive testing (UT testing) for moment connections or
  full penetration welds is not in our scope of work. If it is determined during the course of
  the project that these services are required or desired, Kleinfelder can prepare an
  additional scope of services for these items;
- Parking for our personnel is anticipated to be provided on-site.
• All information gathered during work performed by Kleinfelder is considered confidential and will be released only upon written authorization by the Client or as required by law.

This proposal may be subject to modification upon receipt of an updated construction schedule, plans, and/or specifications for the project or should additional staff or equipment be required to meet adjustments to the contractors schedule or convenience.

AUTHORIZATION
It is our understanding that the City will provide a separate contract for this work. We anticipate that both parties will be able to agree to mutually acceptable terms based on the terms and conditions contained in our current on-call contracts for Geotechnical and Inspection and Materials Testing.

LIMITATIONS
Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder’s profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder’s express permission. This proposal will remain valid for 30 days unless a longer period is specifically required by the RFP in which case that time frame will apply. If a signed agreement is not received by that time, we may need to review the proposal scope, assumptions, and associated fees for performance of our services and issue a revised proposal.

Materials testing and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the project area at the time of our services. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

The fees presented in this proposal are based on prompt payment for services presented in Kleinfelder’s standard invoicing format. Additional charges will be applied for specialized invoicing and/or if backup documentation is needed. These special services will be charged on a time and expense basis. Late fees will be charged if payment is not received in accordance with terms contained in our contract.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder will consider appropriate modifications, subject to
the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

CLOSURE
We appreciate the opportunity to present our proposal for concrete testing services for this project and look forward to its forthcoming success. If you have questions regarding this proposal, our services and fees or if additional information is required, please contact our office at (425) 636-7900.

Sincerely,
KLEINFELDER INC.

Rick Della
Operations Manager

Attachments: Attachment A – Cost Summary
Master Services Agreement
Work Order 1
REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
   801 228th Avenue SE
   Sammamish, WA 98075
   Phone: (425) 295-0500
   FAX: (425) 295-0600

Invoice Number: ___________________ Date of Invoice: ___________________

Consultant: ______________________

Mailing Address: ____________________

Telephone: ________________________

Email Address: ______________________

Contract Period: ___________________ Reporting Period: ___________________

Amount requested this invoice: $____________

Specific Program: ______________________

Authorized signature ________________

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

<table>
<thead>
<tr>
<th>Total contract amount</th>
<th>Authorization to Consultant: $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous payments</td>
<td></td>
</tr>
<tr>
<td>Current request</td>
<td></td>
</tr>
<tr>
<td>Balance remaining</td>
<td></td>
</tr>
</tbody>
</table>

Approved for Payment by: ___________________ Date: ________________

Finance Dept.

Check # _______________ Check Date: ________________
TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- [x] Corporation
- [ ] Partnership
- [ ] Government Consultant
- [ ] Individual/Proprietor
- [ ] Other (explain)

TIN No.: 94-1532513
Social Security No.: 
Print Name: Amy White
Title: RDMA
Business Name: Kuhlfieldt, Inc.
Business Address: 92835W Nimbus Ave, Beaverton, OR
Business Phone: 503-444-9447

Date: 01/11/14
Authorized Signature (Required)
Meeting Date: June 17, 2014  Date Submitted: June 10, 2014

Originating Department: Public Works

Clearances:
☑ City Manager  ☐ Community Development  ☐ Parks & Recreation
☐ Attorney  ☐ Finance & IT  ☐ Police
☐ Admin Services  ☐ Fire  ☑ Public Works

Subject: Residential Retention Pond Mowing

Action Required: Authorize the City Manager to enter into a contract with Plantscapes, Inc. in an amount not to exceed $220,000.00 for residential retention pond mowing.

Exhibits: 2014-Plantscapes, Inc.-Residential Retention Pond Mowing Contract including the Scope of Work

Budget: This contract is funded through the Surface Water Maintenance Fund (408-000-531-35-51-00). There is $220,000 available in the adopted 2014 budget for pond mowing services.

Summary Statement

The Public Works Department recommends that the City Council authorize the City Manager to execute a contract amendment with Plantscapes, Inc. for pond mowing services.

Background:

Historically, the City has contracted with King County to provide pond mowing services. The City’s National Pollution Discharge Elimination System (NPDES) permit requires the city to maintain annual vegetation control in and around our surface water ponds. In the past King county has been able to mow approximately 150 city ponds for approximately $200,000. King County was not able to complete the required vegetation control in all the city ponds; the work has been supplemented by City crews. Due to cutbacks, King County is no longer able to perform these services for the City.

The City requested proposals from nine contractors utilizing the city’s Shared Procurement Portal. Plantscapes, Inc. was the low bidder at $0.03 per square foot of mowing. The City has previously utilized Plantscapes, Inc. for general landscaping services and has been satisfied with their performance. We anticipate Plantscapes will be able to service 307 city ponds (more than double what King County crews were able to accomplish in a year) for a total not to exceed of $220,000.
Financial Impact:

The adopted 2014 surface water maintenance budget has $408,000 under the Intergovernmental Line item, which was traditionally used for work contracted to King County. $220,000 of which is earmarked for stormwater pond mowing. Account: (408-000-531-35-51-00)

Recommended Motion:

Authorize the City Manager to sign the Residential Pond Mowing Contract in the amount not to exceed $220,000.
SMALL PUBLIC WORKS MAINTENANCE CONTRACT

Between: City of Sammamish and Plantscapes Inc.
Project: Residential Retention Pond Mowing
Commencing: June 10, 2014
Terminating: December 31, 2014
Amount: Not to exceed $220,000.00 plus WSST

THIS CONTRACT, is made and entered, by and between the CITY OF SAMMAMISH, a Washington municipal corporation (the "City"), and Plantscapes, Inc, (the "Contractor").

RECITALS

WHEREAS, the City desires to contract with the Contractor for Residential Retention Pond Mowing and

WHEREAS, pursuant to the invitation of the City, extended through the eCityGov Shared Procurement Portal Small Works Roster, of which the City of Sammamish is a member, the Contractor did file with the City a proposal containing an offer; and

WHEREAS, the City has determined that the contractor's offer was the lowest responsive and responsible quote submitted;

NOW THEREFORE, in consideration of the terms and conditions contained in this Contract, the parties covenant and agree as follows:

1. Scope of Work to be Accomplished. The Contractor shall perform the work described in Exhibit "A" of this contract ("Work"). The Contractor shall provide and bear the expense of all equipment, materials, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in this Contract, unless otherwise specified in the attached plans and specifications.

2. Contract Documents. The Contract between the parties includes this contract, along with any Special and General Conditions, the project quote, any required Performance Bond or optional 50% Retainage Bond Waiver, L&I form Statement of Intent to Pay Prevailing Wages - Public Works Contract, any required Declaration of Option for Management of Statutory Retained Percentage, Certificate of Insurance naming City as additional insured, copy of Contractor's state contractor license and UBI number, copy of Contractor's city business license, which are all hereby incorporated by reference and made a part of this contract as if fully set forth herein, and shall be referred to collectively as the "Contract."
3. **Payment.** The Contractor shall submit properly certified invoices for the Work performed. The City agrees to pay the Contractor for the actual work completed to the satisfaction of the City and in conformance with this Contract. Upon acceptance of payment, Contractor waives any claims against the City related to the Work covered by the invoice.

The Contractor shall complete and return to the City Exhibit "B" or a W-9 Request for Taxpayer Identification Number and Certification, prior to or along with the first invoice submittal. The City shall pay the Contractor for services satisfactorily rendered within ten days after City Council approval of such payment.

4. **Warranties/Guaranty.**

4.1 Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers. The warranty period shall be for the longer period of: one year from the date of the City’s final acceptance of the entire Work or the duration of any special extended warranty offered by a Contractor, a supplier or common to the trade.

4.2. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice from the supplier and/or manufacturer;
2. Prior to final acceptance require all warranties be executed, in writing, for the benefit of the City;
3. Enforce all warranties for the benefit of the City; and,
4. Be responsible to enforce any warranty of a subcontractor, manufacturer, or supplier, should they extend beyond the period specified in the Contract.

4.3 If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. In the event the City determines that Contractor corrective action is not satisfactory and/or timely performed, then the City has the right to either correct the problem itself or procure the necessary services, recommendations, or guidance from a third party. All damages incurred by the City and all costs for the City's remedy shall be reimbursed by the Contractor.

4.4 The warranties provided in this section shall be in addition to any other rights or remedies provided elsewhere in the Contract or by applicable law.

5. **Change Orders.** Changes to the scope of work to be performed, or the amount of the contract sum, or in the time for completion of the work, may be accomplished only by a written document, signed by the Contractor and the City. Once effective, the Contractor shall proceed promptly with the Work as modified, unless otherwise provided in the change order.

6. **Insurance.** The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The Contractor shall provide a Certificate of Insurance evidencing:
6.1 **Automobile Liability** insurance with limits no less than $1,000,000 combined single limit per accident for bodily injury and property damage;

6.2 **Commercial General Liability** insurance written on an occurrence basis with limits no less than $1,000,000 combined single limit per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

6.3 **Worker's Compensation** insurance at the limits established by the State of Washington. Any payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The City shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the Contractor, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The Contractor's insurance shall be primary insurance as respects the City and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

7. **Prevailing Wages/Prevailing Wages**

7.1 **Performance Bond.** Upon execution of this contract, as required by RCW 39.08, the Contractor shall furnish a surety bond in the full amount of the contract price, plus State sales tax, which shall guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material and all persons who supply them with provisions, equipment, labor or supplies for carrying out the work under this contract. This bond shall be in force until completion of the project and acceptance by the City and also upon such period thereafter during which the law allows liens to be filed and sued upon. This performance bond shall be furnished by a corporate surety company authorized to do business in the State of Washington, by a company acceptable to the City and on the form attached hereto as Exhibit "C".

- 7.2 **Prevailing Wages.** The work under the Contract may be subject to the prevailing wage requirements of Chapter 39.12 RCW, as amended or supplemented. **If this Contract is subject to prevailing wage requirements**, the Contractor, each of its subcontractor(s) and other person(s) doing any work under the Contract shall pay all laborers, workers or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed as required by law. The prevailing rate of wage to be paid to all workman, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of the prevailing wage rates for the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this contract as though fully set forth herein. These rates may be accessed on the internet at https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx
Pursuant to RCW 39.12, prior to payment by the City, the Contractor must submit -- on behalf of itself and each and every subcontractor at every tier -- a "Statement of Intent to Pay Prevailing Wages," which must be approved by the Department of Labor and Industries prior to its submission. Within fifteen (15) days of the final acceptance of the Contractor's work under this Contract, the Contractor must submit -- on behalf of itself and every subcontractor -- an "Affidavit of Wages Paid".

OR

At the option of the City, the Contractor may use the combined Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid form. Contractor must meet the Washington State Department of Labor and Industries criteria for use of the form. Combined forms may be requested from the City.

8. Assignment/Delegation. The Contractor shall not assign this contract nor delegate any duties hereunder without prior written consent of the City, which consent may be withheld by the City in its sole subjective discretion for any cause whatsoever.

9. Applicable Law; Venue. This Contract shall be subject to, and the Contractor shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Sammamish Municipal Code and ordinances of the City of Sammamish. Venue for any action arising from or related to this Contract shall be exclusively in King County Superior Court.

10. Termination.

10.1 The City reserves the right to terminate or suspend this Contract at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Contract shall promptly be submitted to the City.

10.2 In the event this Contract is terminated or suspended, the Contractor shall be entitled to payment for all services satisfactorily performed and reimbursable expenses incurred to the date of termination.

10.3 This Contract may be terminated immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor fails to timely perform the services or defaults on any other material obligations under this Contract.

10.4 Any termination of this Contract shall not prevent the City from seeking any legal or equitable remedies it may otherwise have against the Contractor for the violation or nonperformance of any provisions of this Contract.

11. Duration. This contract may be renewed at the City's option for up to two (2) additional one year terms. Compensation will be adjusted based on any increase in the June to June Seattle Consumer Price Index –Urban (CPI-U) rate.
12. **Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement."

13. **Independent Contractor.** For all purposes, the Contractor shall be deemed an independent contractor and shall not be deemed an employee or agent of the City for any purpose.

14. **Wages and Other Costs.** The City assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

15. **Waiver.** Waiver by the City of any breach of any term or condition of this Contract shall not be construed as a waiver of any other breach.

16. **Attorneys Fees.** In the event any action is brought by either party to enforce the terms of this Contract or for breach of this contract by the other party, the parties agree that the non-prevailing party shall pay to the prevailing party reasonable attorney fees and expert witness fees, costs and disbursements incurred by such party.

17. ** Entire Contract/Binding Effect.** This Contract constitutes the entire agreement between the parties hereto.

18. **Modification.** No amendment or modification of this Contract shall be of any force or effect unless it is in writing and signed by the parties.

19. **Severability.** If any provision of this Contract is held invalid, the remainder shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law, and shall continue in force and effect.
20. Notices. Any notice required by this Contract may be delivered personally or mailed, certified with return receipt requested. If mailed, notice shall be deemed given upon the first business day after the date of the postmark. Notices shall be delivered or mailed to the following:

TO CITY:

City of Sammamish, and
Department of Public Works

Contact Name: Kyle Endelman

Street Address: 801 228th Avenue SE

City, State, Zip: Sammamish, WA 98075

Phone: (425) 295-0500

Contact email: kendelman@sammamish.us

CITY OF SAMMAMISH, WASHINGTON

By: __________________________

Title: __________________________

Date: __________________________

Attest/Authenticated:

City Clerk

TO CONTRACTOR:

Contractor:
Plantscapes, Inc.

Contact Name: Dustin Madden

Street Address: 1127 Poplar Place

City, State, Zip: Seattle, WA 98144

Phone: (206) 623-7100

Contact email: dustinmadden@plantscapes.com

CONTRACTOR, WASHINGTON

By: __________________________

Title: __________________________

Date: 6/11/14

Approved as to Form:

City Attorney
EXHIBIT B
CITY OF SAMMAMISH
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
Fax: (425) 295-0600

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

☑ Corporation □ Partnership □ Government

□ Individual/Proprietor □ Other (explain) □ Consultant

TIN No.: 91-1222963 Social Security No.: ___

Print Name: Terry Posner
Title: President/CEO
Business Name: Plantscapes, Inc.
Business Address: 1127 Poplar Pl. S., Seattle, WA 98144
Business Phone: 206-623-7100

Date 06/11/2014

Authorized Signature (Required)
EXHIBIT A
City of Sammamish

SCOPE OF SERVICES

Residential Retention Pond Mowing Services shall be completed as described below:

1. Responsibilities
   a. The Vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Residential Retention Pond Mowing Services as specifically outlined in this section.
   b. Vegetation in the retention pond facility is to be rough mowed to a height of 4 inches.
   c. Clearing of vegetation at the base of pond fences is to be done by line trimming or other hand held tools or equipment. Fence clearing is to be performed on both the interior and exterior side of the pond fence at or below the 4" mowing height. Also to be line-trimmed at the 4" mowing height or below are perimeters around trees, posts, large rocks or boulders, and other facility features such as man holes, spillways, retaining walls, access roads and bollards.
   d. Work not included in this contract includes, but is not limited to cutting of saplings and established brush over 1" in diameter at the mowing height of 4 inches.
   e. All fieldwork shall be performed under the supervision of a qualified supervisor. Operators shall be licensed for any functions that might require a license, including, but not limited to, Traffic Control Flagging.
   f. The Vendor shall ensure that employees comply with all City of Sammamish and Washington State Industrial regulations and practices.
   g. Any vendor having employees working on or near a street shall comply with City of Sammamish and Washington State regulations pertaining to safety equipment, warning signs and traffic control. All employees involved with flagging or placing traffic-directing devices in the roadway shall possess a valid Washington State Flagging Card. Employees working on or near a street must wear an approved safety vest. Employees performing any overhead maintenance must wear an approved safety helmet. Failure to comply with proper safety procedures may result in termination of the contract.
   h. The vendor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous, neat in appearance and wear visible vendor identification.
i. The Contract Administrator or appointed representative shall inspect work performed by the Vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Vendor. Notification may be verbal or written. The City may choose to:

   i. Require the vendor to rectify the deficiency within 24 hours and/or,

   ii. Collect liquidated damages as specified in the Contract.

j. The vendor shall provide a list of employees to the Contract Administrator. Each employee must have visible identification listing employee’s name and identifying the vendor.

k. Smoking shall not be permitted in any City Building or on City grounds.

l. The Vendor shall be issued necessary gate access key set(s). In no case shall the vendor make duplicates of any City keys.

m. The Vendor and his/her employees shall ensure that all gates giving access to City facilities are secured. Failure to properly secure City facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

n. The Vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 9:00 am – 5:00 pm. An afterhours City contact list will be provided (upon award of contract).

o. **Emergencies shall be reported to the Police/Fire Communications Center, (call 911).**

p. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect members of the public from injury. It is the Vendor’s responsibility to provide close supervision of pond mowing operations and management of the work sites.

q. Incidents, altercations or accidents involving facility visitors, Vendor’s employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Vendor describing the incident or accident.

r. The Vendor shall replace, at the Vendor’s own expense, any lawn, groundcover, trees, shrubs, or other plant materials requiring replacement through negligence resulting from the Vendor’s mowing operations.
s. The contractor will send in writing a weekly list of all ponds mowed the previous week. The list will include all ponds mowed and the square-foot area mowed for each pond mowed. The method of determining or verifying the square foot area mowed shall be mutually agreed upon prior to commencing the work.

2. **Waste/Materials Disposal**
   Cuttings generated during pond mowing are to be left in place.

3. **Litter and Garbage**
   Litter and Garbage is to be collected at each site and properly disposed by the Vendor. No waste material is to be deposited at any City owned site. Any discarded or dumped items larger than automobile and truck tires shall be removed and disposed by the City.

4. **Price**
   Price for the services shall be invoiced at the bid price of $0.03 per square foot mowed.

5. **Measurement of the Area Mowed**
   The area mowed shall be measured by a method to be agreed upon by the City and the Contractor. Where the List of Residential Ponds to be Mowed indicates a Mow Sq. Ft. that area shall be confirmed by the same method.

6. **Documentation**
   Full documentation of the area measurement for each pond mowed shall be submitted with the invoice for mowing that pond.

7. **2014 List of Residential Ponds to be Mowed**
   The 2014 List of Residential Ponds to be mowed is a working document in .xls format. The City will maintain the list and transmit additions, corrections and further comments as needed during the duration of the contract.

8. **Completion of work**
   Pond mowing is to begin as soon as possible following notice to proceed. Mowing of all ponds is to be completed by August 31, 2014.
Exhibit 1

EXHIBIT C
BOND No. _____

PAYMENT AND PERFORMANCE BOND

Bond is not required for Residential Retention Pond Mowing contract

______ KNOW ALL MEN BY THESE PRESENTS, that _______ of ____________ as Principal, and _______ as Surety, are jointly and severally held and bound unto the City of Sammamish in the sum of _______ dollars ($__________), for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents, the condition of this bond such that;

______ WHEREAS, on the ______ day of, 20_______, the Principal herein made and entered into a certain contract with the City of Sammamish by the terms, conditions and provisions of which contract the said Principal agrees to furnish all material and do certain work to with: ____________________________

______

As per maps and specifications made a part of said contract, which contract as so executed is hereunto attached, is now referred to, and by reference is incorporated, herein and made a part hereof, as fully for all purposes as if here set forth at length;

______ NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects, and shall well and truly and fully do and perform all matters and things by said Principal undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein and, further, if the Principal shall, as required by law, pursuant to 39.08 Revised Code of Washington, pay all laborers, mechanics, and subcontractors and material men, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

WITNESS our hand the ______________ day of __________ 20_______

__________________________________  __________________________
PRINCIPAL                           SURETY

By: ________________________________ By: __________________________
Title: ______________________________ Title: ________________________
Address: __________________________ Address: ______________________
City/State/Zip: _____________________ City/State/Zip: ________________
Telephone: _________________________ Telephone: ___________________

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington, for the full amount of the Contract.
Meeting Date:  June 17, 2014  Date Submitted:  June 10, 2014

Originating Department:  Parks and Recreation

Clearances:
☒ City Manager  ☑ Community Development  ☑ Parks & Recreation
☒ Attorney  ☑ Finance & IT  ☑ Police
☐ Admin Services  ☑ Fire  ☑ Public Works

Subject:  Evans Creek Preserve Phase II: Washington Trail Association Contract Amendment

Action Required:  Authorize the City Manager to sign a contract amendment with the Washington Trails Association to continue constructing backcountry trails as part of the Evans Creek Preserve Phase II project.

Exhibits:  
1.  Contract Amendment
2.  Original Contract

Budget:  $50,000 is allocated in the 2013-14 Parks CIP for the Evans Creek Preserve trail development.

Summary Statement:
Washington Trails Association (WTA) was awarded a contract on December 3, 2013 for trail construction services at Evans Creek Preserve (ECP). WTA recently informed us that they have an opening on their summer and fall calendar for additional trail work parties. Under this contract amendment, WTA will facilitate 23 additional work parties at ECP between July and November 2014. The cost for the 23 additional work parties is $14,950. This contract amendment is required to secure our spots on the WTA work calendar this summer and fall.

These additional work parties will start prior to the opening of the Sahalee Parking Lot and continue into late fall. The section of trail they will be working on is located on the southern slopes of the Preserve where the terrain is steep and challenging. This section of trail is not accessible by mechanical equipment. WTA has the experience and knowledge to lead volunteers to build this type of trail under these circumstances and will do so at a considerable cost savings to the City.

The original scope of work included 29 work parties (approximately 2,900 volunteer hours) in April 2014. To date, WTA has built approximately one mile of new trails and constructed a new bridge and several trail support structures.

Background:
WTA is a non-profit agency that manages a large volunteer work force to support and facilitate trail construction in all areas of Washington State. A similar partnership agreement with WTA was successfully utilized to construct trails as part of phase I development at Evans Creek Preserve in which WTA and city staff-led work parties built over 2.5 miles of trails.
Fees are paid to WTA to support the administration of this volunteer program including supervisory staff (provided by WTA), training, construction oversight, and other necessary items such as work tools and safety equipment. The city will provide the materials needed to construct the trails in addition to support staff as needed during the trail construction project.

**Project Background/Overview:**
Evans Creek Preserve is a City-owned preserve located in unincorporated King County on the northern border of Sammamish. The City purchased the 174-acre property for $1.5 million in 2000. With the addition of the Sahalee properties acquired this fall the site now totals approximately 206 acres.

A Master Plan Process was conducted from May to September 2009 and adopted by the City Council on September 15, 2009. Soon after the master plan was adopted, city staff began work on the Phase I development. The park opened to the public on October 22, 2011 and staff have continued to partner with local non-profit organizations to complete additional restoration projects.

The proposed improvements associated with the Phase II development include adding over 2 miles of pedestrian only trails and minor modifications to the existing parking lot along Sahalee Way NE. Improvements to the existing parking lot include removal and replacement of the concrete curbing and walkways, resealing the existing asphalt surface, adding a temporary restroom facility, an informational kiosk, site furniture, park entry signs and gates.

The following is an approximate construction schedule;

- Phase II Preliminary Design: Spring 2013 (complete)
- Phase II Construction Documents: Winter 2013 (complete)
- Phase II Permitting: Winter 2013 (complete)
- Phase II Trail Construction in partnership with WTA: (complete)
- Phase II Bid (Parking Lot Improvements): Spring 2014 (complete)
- Phase II Construction (Parking Lot Improvements): Spring/Summer 2014 (in progress)
- Sahalee Parking Lot and Connection Trail Open: August 1, 2014

**Financial Impact:**
The total amount of the contract amendment is $14,950. The initial contract with WTA was $21,450, bringing the total contract to $36,400.

$50,000 is allocated in the 2013-14 Parks CIP budget for trail development at Evans Creek Preserve.

**Recommended Motion:**
Authorize the City Manager to execute Contract Amendment #1 with the Washington Trail Association in the amount of $14,950.
SUPPLEMENTAL AGREEMENT

<table>
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<th>Contract Number:</th>
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<td>Washington Trails Association</td>
<td>C2013-200</td>
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The City of Sammamish desires to amend the agreement with Washington Trails Association for the continuation of trail construction services at Evans Creek Preserve. All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to this agreement are described as follows:

I. Add twenty three (23) trail construction work parties to the original contract.
II. Additional work parties will be scheduled between June and November 2014.

PAYMENT shall be amended in accordance with the consultant cost determination attached and as summarized as follows:

<table>
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<tr>
<th>Original Contract Amount:</th>
<th>Current Contract Amount</th>
<th>Net Change This Amendment</th>
<th>Estimated Contract Total After Change</th>
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Approved:

[Signature]

WTA Executive Director

Date: 6-4-14

City of Sammamish

Date
CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Contractor: Washington Trail Association

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the “City,” and Washington Trail Association, hereinafter referred to as the “Contractor.”

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Contractor to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described in Exhibit “A” of this agreement. In performing such services, the Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Contractor shall submit invoices for work performed using the form set forth in Exhibit “B”.

   The City shall pay Contractor:

   [Check applicable method of payment]

   ____ According to the rates set forth in Exhibit "__"

   __X__ A sum not to exceed: $21,450.00

   ____ Other (describe):

   The Contractor shall complete and return to the City Exhibit “C,” Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Contractor for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2014, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.
7. **Insurance.**

A. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Contractor's profession.

**Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor’s insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

**Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

8. **Record Keeping and Reporting.**

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Contractor shall also maintain such other records as may
be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.

D. The Contractor reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or non-performance of any provisions of this Agreement.

11. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its Contractors. Contractor warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Contractor warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Contractor will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Contractor's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Contractor shall be grounds for immediate termination.

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Contractor and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Notices to the Contractor shall be sent to the following address:  
Company Name: Washington Trail Association  
Contact Name: Alan Carter Mortimer  
Street Address: 705 2nd Ave. Suite 300  
City, State Zip: Seattle, WA 98104  
Phone Number: 206-625-1367  
Email: alan@wta.org

18. **Applicable Law; Venue; Attorneys’ Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys’ fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON  
By:  
Print Name: Ben Yaghi  
Title: City Manager  
Date: 12/05/2013  
Attest/Authenticate: Melodie Anderson  
City Clerk

CONTRACTOR  
By:  
Print Name: Karen & Daubert  
Title: Executive Director  
Date: 10-15-13  
Approved As To Form: Michael K.  
City Attorney
EXHIBIT A

Scope of Services

The City of Sammamish (City) shall provide plans, materials, permits and other technical guidance necessary to construct new trail at Evan's Creek Preserve as part of phase II improvements.

Washington Trails Association (WTA) shall provide trail maintenance volunteers and provide the tools and crew leaders necessary to train them in the techniques of trail maintenance and construction.

The work performed pursuant to this Agreement shall be part of Volunteer Work Events (Event) for trails, and WTA shall set the dates and times of each Event and be responsible for the publicity and training at the Event. City personnel may be, but are not required to be present at Events.

At the conclusion of each event, WTA shall be eligible for reimbursement of its expenses at the rate of $650 per Event. It is understood by both parties that an Event will average 10-15 volunteers and the volunteer hours will average 100 per Event. WTA may request reimbursement quarterly by submitting an invoice, using the form set forth in Exhibit "B", detailing the date and hours of each Event. It is the goal of both parties that these Events will result in a minimum of 2900 hours in 2014 (29 work parties).

WTA will also provide professional services to the City for trail layout and staking. WTA shall be eligible for reimbursement for 40 hours professional service at $65.00 per hour.
TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- [ ] Corporation
- [ ] Partnership
- [ ] Government Consultant
- [ ] Individual/Proprietor
- [V] Other (explain) 501(c)3 non profit

TIN No.: 91-0900134
Social Security No.: ____________

Print Name: Marjorie Kittle
Title: Director of Finance and Operations
Business Name: Washington Trails Association
Business Address: 705 - 2nd Avenue, Suite 300 Seattle WA 98104
Business Phone: (206) 625 - 1367

Date 10/15/13
Authorized Signature (Required)
Mayor opened the study session of the Sammamish City Council at 6:30 p.m.

Public Comment
This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.

Joel Timmerman, 69711 Pine Street, Sisters OR, Spoke regarding the R-1 zoning issue. He would like the zoning changed on the property that he owns and asked the Council to establish criteria for other properties to have their zoning changed.

Deb Sogge, Director, Sammamish Chamber of Commerce, She announced that May 21st will be the grand opening of the Farmer’s Market. All the sellers will be organic farmers, no resellers. She thanked the Parks Department and the Maintenance Crew for all of their collaboration.

Joe McCarron, 24107 NE 29th Way, Representing Broadmoor Estates, They oppose the R-1 Study. Density does not need to be increased to meet the city’s housing goals.

Ray Macy, 24034 NE 29th St, He spoke regarding what he feels is unchecked development of the city.

David Schnebele, 2004 263rd Place SE, He spoke regarding the Homeless Encampment regulations. He feels allowing two encampments per year is too many.

Dick Gram, 19306 SE 21st Place, Spoke regarding the Homeless Encampment regulations. His church has been hosting Tent City 4 and it has been a very positive experience. He feels this was due to their pre-planning activities. He feels the proposed regulations should allow for places other than churches to host encampments. The time limit should be increased.

Jim DiPetrillo, 3020 230th Pl NE, Spoke regarding the road project at NE 25th Way. He feels the roadway is too narrow.

Elizabeth Maupin, 410 Mt Jupiter Drive, She spoke regarding the homeless encampment regulations. She would like to see the time extended to four months.

Topics
- Arts Commission Update
➢ Planning Commission Hand-Off: Homeless Encampments
➢ Memo: R-1 Residential Zoning Options
➢ Discussion: Six Year Transportation Improvement Program

Adjournment 9:10 pm
Meeting Date: June 17, 2014
Date Submitted: June 11, 2013

Originating Department: Public Works

Clearances:
- City Manager
- Community Development
- Parks & Recreation
- Attorney
- Finance & IT
- Police
- Admin Services
- Fire
- Public Works

Subject: 2015-2020 Six-Year Transportation Improvement Plan (TIP)

Action Required: Conduct Public Hearing and Adopt Resolution

Exhibits:
1. Resolution No. R2014_____ adopting the 2015-2020 Six-Year Transportation Improvement Plan
2. 2015-2020 Six-Year Transportation Improvement Plan

Budget: Not Applicable

Summary Statement:
All cities are required by state law (RCW Chapter 35.77) to have a Six-Year Transportation Improvement Program (TIP) and to adopt an update of the TIP annually. These updates must be pursuant to one or more public hearings and shall be consistent with the City’s Comprehensive Plan. Lastly, the annual TIP must be filed with the Secretary of Transportation within thirty days after adoption.

The TIP is a planning document containing transportation capital improvement programs and projects the City foresees undertaking over the next six years. The TIP by itself does not authorize projects to move forward nor provide funding for any of its listed projects; for that to occur requires that individual projects be funded through the City’s normal budget adoption process.

Background:
This is an annual adoption that is required by State law. Resolution R2013-538 adopting the 2014-2019 TIP was approved at the June 17, 2013 City Council Meeting and included $39.1 million in transportation improvements. The 2015-2020 TIP includes $50.3 million in transportation improvements, representing an increase of approximately 28.6% from the previous year’s TIP.

This update to the TIP is continuing the annual progression along the 18-year TIP that was developed in collaboration with the new road impact fee adopted by the City Council in 2006 (and recently updated on May 6, 2014). As discussed at the May 13 Study Session, notable changes to this update of the TIP include the following:

Project Additions
- SE 4th St: 218th Ave SE to 228th Ave SE
- 212th Ave SE Gap Project - SE 24th St to Crossings at Pine Lake Subdivision
• Issaquah-Fall City Rd: SE 48th St to Klahanie Dr SE

Project Deletions
• East Lake Sammamish Parkway NE Phase 2: NE 26th St to 196th Ave NE
• East Lake Sammamish Parkway NE Phase 3: NE 196th Ave NE to 187th Ave NE
• 218th Ave SE: SE 4th St to E Main St
• Sahalee Way NE Non-Motorized: NE 25th Way to NE 37th Way

Note that the new Issaquah-Fall City Road improvement project is contingent on the annexation of Klahanie.

Financial Impact:
There is no financial impact at this time. The 6-year TIP is a planning document and as such does not commit the City to any financial obligations. Council will encounter and address the financial impacts in the future as they appropriate funding for the various projects listed in the 6-year TIP. Listing a project on the TIP allows it to be eligible for grant funding.

Recommended Motion:
Move to adopt, by Resolution Number R2014-____, the 2015-2020 Six-Year Transportation Improvement Plan as attached.
WHEREAS, state law requires the legislative body of each city to prepare and adopt a comprehensive transportation improvement plan for the ensuing six years; and

WHEREAS, the purpose of such plan is to assure that each city shall have plans looking to the future, for not less than six years, as a guide in carrying out a coordinated transportation program; and

WHEREAS, if a city has adopted a comprehensive plan, state law provides that the transportation improvement plan shall be consistent with the comprehensive plan; and

WHEREAS, the adoption of a transportation improvement plan will allow the City to coordinate planning efforts, mitigate certain transportation impacts, and pursue grant funding for transportation projects; and

WHEREAS, the updated plan is consistent with recent changes to RCW 35.77.010 and incorporates urban planning approaches that promote physical activity and non-motorized and transit oriented projects; and

WHEREAS, City Council has conducted a public hearings to receive comments on the proposed plan;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Adoption of Transportation Improvement Plan. The City hereby adopts the Six-Year Transportation Improvement Plan, 2015-2020, attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.
PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____________, 2014

CITY OF SAMMAMISH

APPROVED

______________________________________________
Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:

______________________________
Melonie Anderson, City Clerk

Approved as to form:

______________________________
Bruce L. Disend, City Attorney

Filed with the City Clerk: June 13, 2014
Passed by the City Council:
Resolution No.: R2014 - ______
# EXHIBIT A

## 2015 - 2020 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

### Project List and Total Project Expenditure Summary* (*subject to City Council budget decisions)

All Projects costs and revenue projections are in 2013 dollars

<table>
<thead>
<tr>
<th>TIP</th>
<th>Project Title</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>Total Years</th>
<th>6 Yr Total</th>
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<tbody>
<tr>
<td>1</td>
<td>SE 4th St - 218th Ave SE to 228th Ave SE</td>
<td>17,896,000</td>
<td>3,900,000</td>
<td>12,596,000</td>
<td>17,896,000</td>
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<td>2</td>
<td>Issaquah-Pine Lake Rd - Klahanie Blvd to SE 33rd</td>
<td>16,530,000</td>
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<tr>
<td>3</td>
<td>Issaquah-Pine Lake Rd - SE 48th to Klahanie Blvd</td>
<td>17,618,000</td>
<td>2,500,000</td>
<td>12,818,000</td>
<td>4,800,000</td>
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<tr>
<td>4</td>
<td>East Lake Sammamish Parkway SE / SE 24th St</td>
<td>17,896,000</td>
<td>3,900,000</td>
<td>12,596,000</td>
<td>17,896,000</td>
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<td>5</td>
<td>Sahalee Way NE - 220th Ave NE to North City Limits</td>
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<td>5,200,000</td>
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<td>228th Ave SE - SE 32nd St to Issaquah-Pine Lake Rd</td>
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<td>Issaquah-Fall City Rd - SE 48th St to Klahanie Dr SE</td>
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<td>212th Ave SE Gap Project - SE 24th St to Crossings Subdivision</td>
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<td>Non-motorized Transportation Projects</td>
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<td>Sidewalk Projects</td>
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<td>Intersection and Safety Improvements</td>
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</tbody>
</table>

### 6-Yr Total Project Expenditures - Transportation

- **4,527,000**
- **8,024,333**
- **20,442,667**
- **11,132,000**
- **4,341,333**
- **1,838,667**
- **33,582,000**
- **50,306,000**

### Total Expenditures

- **4,527,000**
- **8,024,333**
- **20,442,667**
- **11,132,000**
- **4,341,333**
- **1,838,667**
- **33,582,000**
- **50,306,000**

### Notes:

- **NOTE:** Project Outside City Limits. If Klahanie is annexed to the City of Sammamish funding for this project will be added for 2016.

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Meeting Date:       June 17, 2014          Date Submitted:   June 10, 2014

Originating Department:   Public Works

Clearances:
☒ City Manager
☒ Attorney
☐ Admin Services
☐ Community Development
☐ Finance & IT
☐ Parks & Recreation
☐ Police
☒ Fire
☒ Public Works

Subject:    SE 7th Street Vacation

Action Required:  Cancel Public Hearing

Exhibits:     None

Budget:       NA

Summary Statement

Staff is recommending the City Council cancel the publicly noticed hearing on SE 7th Street Vacation because the original petition filed with the City is defective.

Background:
The City received a petition from the owner of King County Assessor’s Parcel No. 3225069286, located at 723 212th Avenue SE Sammamish, WA 98074, requesting that the City vacate SE 7th Street west of 212th Avenue SE. While staff originally concluded that the petition was complete, it was not. State law requires 2/3 of the adjacent property owners to sign the petition for it to move forward. The petitioner has been made aware of the petition defect and has indicated that he is working on a resubmittal.

The hearing was set by Council Resolution 2014-584 on May 20, 2014. The hearing was set for June 17, 2014 and was properly noticed.

Due to the defective petition, there are no grounds for the Council to hold a public hearing on this issue and staff is recommending cancelation. If the petitioner is successful in submitting a complete petition in the future, the City Council may reschedule the public hearing at that time.

Financial Impact:

There is no financial impact

Recommended Motion:

Cancel the public hearing set by Resolution 2014-584.